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## **Preamble**

The School Board and the Robbinsdale Federation of Teachers recognize that they have a common responsibility beyond their collective bargaining relationship. Each will strive to achieve quality long-term educational goals and programs through the establishment of mutually accepted channels of communication. It is hoped that this joint effort will contribute in significant measure to the advancement of public education in District 281.

## **Agreement**

This agreement entered into between the School Board of Independent School District 281, Hennepin County, Minnesota, hereinafter referred to as the School Board, and the Robbinsdale Federation of Teachers, Local 872, American Federation of Teachers, AFL-CIO, hereinafter referred to as the Federation, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, provides the terms and conditions of employment for the professional staff during the duration of the agreement.

## **Recognition**

In accordance with the PELRA, the School Board recognizes the Robbinsdale Federation of Teachers as the exclusive representative of teachers employed by this School Board. The Federation shall represent all the teachers of the district as defined in this agreement and in said act

## **ARTICLE I**

### **Definitions**

#### **1-1 Terms and Conditions of Employment**

This shall mean the hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees. It does not mean the retirement contributions or benefits nor does it mean the educational policies of the school district.

#### **1-2 Teacher**

This shall mean all persons in the appropriate unit employed by the School Board in a position for which the person must be licensed by the Board of Teaching, the State Board of Education, or in a position as a physical therapist or an occupational therapist; but shall not include superintendent, assistant superintendent, principals and assistant principals who devote more than 50 percent of time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, part-time or temporary employees, excluded from teacher bargaining units by the Minnesota PELRA Act, and emergency employees.

#### **1-3 Federation**

Federation shall mean the Robbinsdale Federation of Teachers, Local 872, of the American Federation of Teachers, AFL-CIO.

#### **1-4 School District**

School district shall mean Independent School District 281, Robbinsdale Area Schools.

#### **1-5 School Board**

For the purpose of administering this agreement, the term School Board shall mean the School Board or its designated representative.

#### **1-6 PELRA**

PELRA shall mean the Minnesota Public Employment Labor Relations Act, as amended.

#### **1-7 Other Terms**

All other terms used in this agreement shall have those meanings as defined by PELRA, as amended.

## **ARTICLE II**

### **School Board Rights**

#### **2-1 Inherent Managerial Rights**

The School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and the selection, direction and number of personnel.

#### **2-2 Management Responsibilities**

The School Board has the right and obligation to manage efficiently and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

**2-3 Effect of Laws, Rules and Regulations**

All employees covered by this agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by the laws of the state of Minnesota, federal laws and by school board rules, regulations and directions issued by properly designated officials of the school district.

**2-4 Reservation of Board's Rights and Duties**

This agreement is not intended to abrogate the statutory power of the School Board of the school district to make rules and regulations to manage and to direct all the operations and activities to the full extent authorized by law, relative to anything whatever necessary for the proper establishment, maintenance and management of the public school system.

**2-5 Affirmative Action**

The School Board and Federation support the Affirmative Action Plan, which states that School District 281 will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status or status with regard to public assistance, except where such status is a bona fide occupational qualification. In licensure areas where no teachers are on unrequested leave, the district will aggressively recruit and attempt to hire teachers from protected classes.

**ARTICLE III  
Federation Rights**

**3-1 Recognition**

In accordance with PELRA, the School Board recognizes the Robbinsdale Federation of Teachers, Local 872, as the exclusive representative of teachers employed by the School Board of Independent School District 281, which exclusive representative shall have those rights and responsibilities as prescribed by the PELRA and as described in the provisions of this agreement.

**3-2 Meetings Scheduled During Working Hours**

When meetings are mutually scheduled by the parties to confer or negotiate during working hours, the teachers, upon proper application, shall be relieved by substitutes and shall suffer no loss of pay.

**3-3 Federation Business During School Hours**

The Federation president may be scheduled for an amount of non teaching time as determined by the Federation. The Federation will reimburse School District 281 for the full cost of the Federation President's salary and benefits for the time the Federation president does not work for the school District. The daily schedule for the Federation president shall be agreed to by the Federation, the building principal, and the Human Resources Office by May 1 prior to the school year in which the schedule will take effect.

**3-4 Use of School Buildings**

Upon request to the community education and facilities division or building principal, the Federation shall be permitted to meet within the school at times and under circumstances which will not interfere with the instructional programs or the total school use. Normally, requests for such use shall be at least twenty-four (24) hours in advance. Expenses incidental to the meeting, other than those normally a part of school operation, shall be borne by the Federation.

**3-5 Use of Bulletin Boards**

Bulletin-board space shall be made available in each school for the exclusive use of the Federation to post materials dealing with Federation business.

**3-6 Use of Interschool Mail**

The Federation shall have use of the interschool mail system of the district on matters regarding the Federation and related activities.

**3-7 Use of District Equipment**

The Federation shall be permitted to use school equipment within the school, such as computers and copy machines, in relation to Federation activities at times and under circumstances which will not interfere with the instructional programs or the total school use. All expenses incidental to the use of such equipment shall be borne by the Federation.

**3-8 Availability of District Information**

The School Board shall make a reasonable effort, within a reasonable amount of time, to provide the Federation with requested information pertinent to negotiations and grievances. Should the request involve information which is not readily available and entail considerable time, the Federation agrees to share administrative costs.

**3-9 Federation Leave**

Up to twenty-five (25) days leave per year shall be granted upon the request of the Federation president for purposes related to the conduct of Federation business. Any person using such days must be a member of the teachers' bargaining unit.

**3-10 School Site Decision-Making**

The District and the Federation will work together to develop policies and procedures for school site decision-making. No school site within District 281 shall establish any policies or practices that violate any provisions of this Collective Bargaining Agreement without receiving the written authorization of the RFT.

## **ARTICLE IV Teacher Rights**

**4-1 Right To Join**

Membership in the teacher organization shall not be required as a condition of employment.

**4-2 Right To Discuss Complaints**

No teacher shall be prevented from informally discussing a complaint with the teacher's immediate superior or from processing a grievance in the teacher's behalf in accordance with the grievance procedures hereinafter set forth in Article V.

**4-3 Individual and Organizational Rights**

Nothing contained herein shall be construed to prevent any authorized representative of the School Board from meeting with any licensed staff members in the bargaining unit for the purpose of hearing the views and proposals of its members except that, as to matters presented by such organizations which are proper subjects of negotiations, the Federation shall be informed of the meeting and be permitted a representative.

**4-4 Dues Checkoff**

Upon receipt of a properly executed membership authorization card of the teacher involved, the school district will deduct from the teacher's paycheck the dues that the teacher has agreed to pay

to the teacher organization during the period provided in said authorization. Normally, deductions shall be made in twenty (20) equal installments.

**4-5 Payroll Deduction for COPE**

The School Board agrees to provide payroll deduction for members of the bargaining unit who wish to use this method for contributing to RFT COPE.

**4-6 Union Representation**

Teachers shall be entitled to have a Union representative present at meetings with district officials when the nature of the meeting involves disciplinary matters covered in Article IX, Section 9-1, b through f.

**ARTICLE V  
Grievance Procedures**

**5-1 Definition**

A "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher employee and the School Board as to the interpretation or application of terms and conditions of employment, insofar as such matters are contained in this agreement. Where the singular use of the word teacher is used, the plural of teachers may be substituted, where applicable.

**5-2 Representation**

**5-2-1 School District**

The administrator or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the administration's behalf.

**5-2-2 The Grievant**

The grievant shall be represented at all steps of the grievance procedure by the Federation, unless the Federation refuses to carry the grievance. In the event the Federation chooses not to process a grievance at any level, the grievant shall not be limited from proceeding independently or with representation other than the Federation. The grievant shall be present at all steps of the procedure which the grievant elects to pursue. In the case of a group grievance where more than one teacher is involved, the group shall choose three or fewer teachers to act as grievants.

**5-2-3 The Federation**

The Federation shall have the exclusive right to process all grievances on behalf of grievants. If the Federation refuses to carry a grievance and the grievant chooses to proceed as outlined in 5-2-2, the Federation shall be informed of all grievance hearings, shall be permitted to attend such hearings, and shall receive from the School Board or its representative, any correspondence between the parties. In the event a teacher uses a representative other than the Federation, the grievant or the grievant's representative shall bear all costs normally borne by the exclusive representative.

**5-3 Extension**

Time limits specified in this agreement may be extended by mutual agreement.

**5-4 Days**

Reference to days regarding time periods in this procedure shall refer to school days. A school day is defined as all days teachers are required to be on duty. During the summer months a day shall be defined as a normal district work day (Monday through Friday, excluding all holidays).

**5-5 Time Limits**

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

**5-6 Computation of Time**

In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a school holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a school holiday.

**5-7 Filing and Postmark**

The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

**5-8 Adjustment of Grievances**

All effort shall be made to resolve any conflict by the teacher involved, with the supervisor or administrator directly involved. Any grievance must be filed within a reasonable time not to exceed thirty (30) school days from the date of the occurrence alleged to be a grievance and every effort shall be made to keep the grievance from carrying over into another fiscal year. Grievances of a teacher, during the course of the teacher's employment, shall be presented and adjusted in the following manner:

**5-8-1 First Level**

The statement of the grievance shall be in writing and the proceedings informal. It shall be submitted on the prescribed form to the first level administrator who possesses the authority to adjust the grievance. A copy shall be submitted to the Federation and the Executive Director of Human Resources.

The written grievance shall state the facts upon which it is based, the provisions in the agreement allegedly violated and the relief requested. Within ten (10) school days after receipt of said written grievance, the supervisor or administrator shall discuss the allegation with the teacher in order to seek a satisfactory settlement of the grievance. The supervisor or administrator shall submit a decision in writing to the teacher, to the superintendent and to the Federation. If a satisfactory settlement cannot be reached within ten (10) school days, the second level may be initiated within five (5) school days thereafter.

**5-8-2 Second Level**

Any teacher who has not received satisfactory settlement as outlined in the first level shall submit the grievance in writing with a letter of transmittal to the superintendent of schools. Within fifteen (15) school days of receipt of the grievance, the superintendent, or the superintendent's designate, shall meet with the aggrieved, the supervisor or administrator directly involved in an effort to reach a satisfactory settlement. The superintendent, or the superintendent's designate, shall render the superintendent's decision in writing to the parties involved, including the Federation. If a satisfactory settlement cannot be reached within fifteen (15) school days after the superintendent's hearing, the third level may be initiated within five (5) school days thereafter.

**5-8-3 Third Level**

If a satisfactory settlement is not reached at the second level, either party may voluntarily request mediation through the Bureau of Mediation Services. The School Board will receive notice the grievance has reached the third level. Both parties must agree to use this step; otherwise the unresolved grievance will proceed to the fourth level. If no agreement is reached within twenty (20) days the unresolved grievance will proceed to the fourth level.

**5-8-4 Fourth Level**

Within said five (5) days, either party may request arbitration. The parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to submit a list of five arbitrators, providing such request is made within twenty (20) days after request for arbitration. The parties shall alternately strike names from the list of five until only one name remains which shall be the agreed-upon arbitrator. Failure to request a list of arbitrators from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

**5-9 Hearing**

A single arbitrator shall hear the grievance and both parties may be represented by such person or persons as they may choose provided the selection is consistent with 5-2-2. The parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de nova. The arbitrator shall swear all witnesses upon oath.

**5-10 Decision**

The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations to arbitration decisions as provided by in the Bureau of Mediation Services, as amended. The arbitrator shall issue a written decision and order including findings of fact which should be based upon substantial and competent evidence presented at the hearing.

**5-11 Expense**

Each party shall bear its own expenses in connection with arbitration or mediation including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration or mediation. The parties shall share equally fees and expenses of the arbitrator. The cost of a transcript or recording, if requested, shall be borne by the requesting party(ies).

**5-12 Jurisdiction**

The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator, pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy.

**5-13 Appearance and Representation**

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. When such hearings are during school hours, all persons who are required to participate shall be excused with pay for that purpose and that time shall not be deducted from the teacher's personal leave. School hours are defined herein as the hours during which the teacher is assigned direct control of the students.

**5-14 Investigation of Grievances**

The investigation of grievances shall not interfere with the orderly process of education in District 281.

**5-15 Election of Remedies and Waiver**

A party instituting any action, proceeding, or complaint in a Federal or State Court of Law or before an administrative tribunal, federal agency, state agency or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all right to pursue a grievance under this Article.

Upon instituting a proceeding in another form as outlined herein, the teacher shall waive his/her right to initiate a grievance pursuant to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to an action to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator. *The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission. If a court of competent jurisdiction rules contrary to the Board of Governors rulings, or if the Board of Governors is judicially or legislatively overruled, then the italicized portion of this section shall be deleted.*

**ARTICLE VI  
Working Conditions**

**6-1 District Required Information and Reports**

**6-1-1 Personnel Information**

Each teacher must submit a valid Minnesota teacher's license, a Social Security number, an official transcript of all college credits and other information required by state and federal statutes. This material will be kept on file in the Human Resources Office during the entire time that the teacher is employed in the school system.

**6-1-2 License**

Employment will be terminated for any staff member who cannot qualify for a Minnesota license, or who fails to submit a valid license by the first day school is in session in the fall of the current school year in which the teacher is actively teaching, or who does not provide written evidence by this same date that an effort is being made to comply with licensure regulations and that application has not been rejected.

**6-1-3 Health Reports**

The School Board may require that a teacher furnish a certificate of good health from a licensed physician of the School Board's choosing and expense. If the report of the physician shows that the teacher is physically and mentally unable to continue teaching, the provisions of Minnesota Statute 122A.40, subdivision 13, may be invoked. The Board may require such teacher to take a leave of absence until the Board approves the physician's recommendation for return to duty. Required examinations for the staff, other

than the requirement for employment, shall be at School Board expense if services are not available through the group insurance plan.

## **6-2 Personnel Files**

### **6-2-1 Availability of Personnel File**

The teacher's current personnel file shall be housed in the Human Resources Office of District 281 and shall be available to the teacher at convenient times. All materials generated for such file shall be placed in the teacher's personnel file and no other teacher's personnel file shall be kept. Convenient time is understood to mean that the Human Resources or Superintendent's Office will arrange an appointment during regular business office hours or some other mutually convenient time when the teacher requests such an appointment. The school district may destroy such files as provided by law. The teacher shall be given an opportunity to read material contained in the teacher's personnel file, except confidential material as defined by the Minnesota data privacy act. A representative from the office of the Executive Director of Human Resources will be present during this review.

### **6-2-2 Confidential Material**

Recommendations and confidential reports received on a teacher's application for initial employment or for promotions will not be available for inspection until such time that law permits inspection of such materials.

### **6-2-3 Right To Answer Material Filed**

The teacher shall have the right to respond to any material filed and the teacher's response shall be attached to the file copy.

### **6-2-4 Reproduction of Material Filed**

The teacher may reproduce any material in the teacher's file, except confidential material as defined in this article. If the number of pages requested exceeds twenty, the district may charge the teacher for all pages requested.

## **6-3 Emergency Closings and Late Starts**

When schools are closed due to inclement weather or other unforeseen circumstances such as mechanical failure and such closure has been officially promulgated, teachers shall not be expected to report to work. If days lost by such emergency result in the school year falling below the minimum required by law, days lost by such emergencies may be rescheduled by the school district after consultation with the RFT President.

In the event an official "late start" is called by the District, all teachers are expected to report for duty as soon as safe travel permits. The latest, acceptable report time shall be the normal report time plus length of the "late start". (e.g., normal start time is 8:00 a.m.; in a 2 hour late start, the latest, acceptable report time shall be 10:00 a.m.)

## **6-4 Holidays**

The following will be recognized as paid holidays: Labor Day, usually the third Friday in October (Fall Professional Conference), Thanksgiving Thursday and Friday, Martin Luther King's Birthday, Presidents' Day and Memorial Day.

## **6-5 Religious Holidays**

Teachers may be granted up to two (2) days of leave with pay per year for observance of religious holidays. Teachers requesting time off for a religious holiday shall submit a written request setting forth the full particulars to the Executive Director of Human Resources at least five (5) days prior to the holiday. Such days will not be deducted from accrued sick leave.

In the years that it is necessary for some teachers to have three (3) days for religious observances, an additional day may be granted upon written request to the Human Resources Office for approval.

**6-6 School Calendar**

The school calendar is set forth in Appendix H.

**6-7 Length of School Day and Student Contact Time**

The length of the school day for all full-time staff shall be seven hours and forty minutes (7 hours and 40 minutes). Thirty (30) minutes shall be allowed for lunch, which time shall normally be uninterrupted and duty-free. Classroom teachers shall not be required to engage in student contact more than an average of five hours and ten minutes (5 hours and 10 minutes) per day.

When regular education teachers attend meetings with parents for special education beyond the duty day the teacher shall be compensated in method to be mutually agreed upon by the teacher and the principal. These meetings require prior approval.

When special education teachers are required to attend meetings with parents beyond the duty day the teacher shall be compensated in method to be mutually agreed upon by the teacher and the principal. These meetings require prior approval.

**6-7-1 Part Time Teachers**

The length of a day for a part-time teacher shall be prorated and shall be a continuous period of time minus a 30 minute lunch period. The student contact time shall also be prorated according to the FTE of the teacher.

**6-8 Building Hours**

The specific hours at any individual building may vary according to the needs of the educational program of the school district. The specific hours for each building will be designated by the School Board.

**6-9 Additional Activities**

In addition to the basic school day, teachers shall be required to reasonably participate in school activities beyond the teacher's basic day as is required by the School Board or its designated representative. The normal duties for teachers include a reasonable share of extracurricular, co-curricular and supervisory activities, as determined by the principal, superintendent or School Board. All full-time teachers are expected to contribute eighteen (18) hours per year.

**6-10 Vacancies and Postings**

**6-10-1 Vacancy**

A vacancy shall mean an unfilled position within the bargaining unit which the school district elects to fill consisting of eighty (80) or more days of work during the school year, and for which no teacher returning from leave of absence has a claim or wishes to exercise a claim to the position.

**6-10-2 Other Vacancy**

In the event the district elects to fill a vacancy for a permanent position outside of the bargaining unit which requires a licensed person, such vacancy shall be brought to the attention of the licensed staff either through a special bulletin or through the *Direct Line*.

**6-10-3 School Year Postings**

All teaching vacancies, special assignments, or new teaching positions constituting eighty (80) or more days of work per school year shall be posted on a Federation bulletin

board in each school for a period of no less than three (3) school days. This shall not apply in cases where teachers on unrequested leave have a right to eighty (80) day positions pursuant to 7-2-7. Licensed staff members may apply for said vacancies or new positions within three (3) school days of the initial posting date. Application shall be in writing to the human resources office. The effective date for such openings shall be as described in the posting.

**6-10-4 Summer Postings**

Teachers who are interested in openings available after school closes, should call the employment hotline or check the district website. Seniority shall not be used as the basis for selection.

**6-11 Teacher Preparation Time**

Each teacher will be scheduled for an average of sixty (60) minutes per day planning time free from student contact. When a lyceum or planned school program falls at a time when a teacher is scheduled for planning time, the classroom teacher or the special subject teacher may be required by the administration to attend and supervise students at the program, but in no case shall teachers be required to perform such duty more than twice in a single month, and no more than a total of six (6) times per year. The administration may set a general staff meeting at times when teachers are scheduled for planning time, but the number of such meetings shall not exceed nine (9) per year.

**6-12 Conference Time**

When elementary or secondary teachers work during scheduled conference times, they shall receive a non-duty compensatory day for every 7 hours and 10 minutes of work in accordance with the approved calendar.

**6-13 Peer Review Program**

The school district and the Federation have agreed upon a procedure for teacher assistance which shall be called the Peer Review Program.

**6-14 Outside Tutoring Policy**

Teachers may not tutor for pay any pupil enrolled in District 281 public schools except as they are engaged for home instruction or as approved by the building principal and the appropriate director.

**6-15 Return Rights of Part-time Teachers**

Part-time teachers, who were at one time full-time teachers in District 281, and who voluntarily accepted a part-time position, shall retain the right to return from part-time teaching to full-time teaching for any subsequent school year. Notification must be provided to the Human Resources Office on or before February 1. Continuing contract teachers, who are employed in a part-time position in District 281, shall retain the right to return to a position of the same number of hours (FTE equivalent) for the subsequent school year by notifying the human resources office on or before February 1.

**6-16 Mentorship Program**

Probationary teachers may be expected to participate in a Mentorship program. Up to twenty-four (24) hours per year outside the normal school day may be required. No more than four (4) of those hours shall be in any month.

**6-17 Substitute Teaching**

Any time a teacher substitute teaches beyond the normal 5 hour, 10 minute student contact time, the teacher shall receive additional pay. At the secondary the pay shall be \$26.60 for each additional 60 minutes. At the elementary level the pay shall be an amount equal to the portion of the absent

teacher's student load assigned to the substituting teacher(s) based on the Robbinsdale Retiree rate of \$133 per day. A teacher shall not be required to substitute teach more than twice per month.

**6-18 Media Specialist**

When media specialists are required to work after normal school hours the hours of work shall be deducted from hours required under Article 6-9, Additional Activities.

**6-19 Curriculum Writing**

The district will make every effort to assign curriculum development and writing time outside the normal school day. Teachers involved shall be paid at the rate contained in Appendix B, Article 5-1.

**ARTICLE VII  
Unrequested Leave, Reinstatement and Seniority**

**7-1 Unrequested Leave of Absence**

**7-1-1 Purpose**

The purpose of this article is to set forth the plan negotiated pursuant to Minnesota Statute 122A.40, subdivision 10, providing the procedure whereby as many teachers as may be necessary may be proposed for placement on unrequested leave of absence and placed on unrequested leave of absence without pay or fringe benefits because of discontinuance of position, lack of pupils, financial limitations or mergers of classes caused by consolidation of districts.

**7-1-2 Definitions**

For the purpose of this article, the following shall apply:

**7-1-2-1 Probationary Teacher**

A teacher in the appropriate bargaining unit, who has not completed the probationary requirements as set forth in Minnesota Statute 122A.40, subdivision 5, shall be considered a probationary teacher. The first three (3) consecutive years of a teacher's first teaching experience in District 281 shall be deemed to be a probationary period of employment. If a teacher obtained a continuing contract or tenure in a single Minnesota school district other than District 281, the probationary period thereafter in District 281 shall be one (1) year.

**7-1-2-2 Continuing Contract Teacher**

Any bargaining unit employee who has completed a probationary period in District 281 and who has not been discharged or advised of a refusal to renew the teacher's contract pursuant to Minnesota Statute 122A.40, shall be considered a continuing contract teacher in District 281.

**7-1-2-3 Teaching Area**

Teaching area is defined as the subject-matter area to which a teacher is assigned in which the teacher possesses licensure.

**7-1-2-4 Seniority Date**

A teacher's seniority date shall be defined as the teacher's most recent date of hire by the school district as determined by the date of the letter sent to the teacher by the Human Resources Office stating that the teacher has been

hired pending approval of the School Board. Seniority dates may be changed in accordance with 7-4-3.

**7-1-3 Procedures for Placement on Unrequested Leave**

**7-1-3-1 Probationary Teachers**

The School Board may terminate or place probationary teachers on unrequested leave from their teaching area and from any other fields to which they are assigned, in the reverse order of their employment. No teacher who has acquired continuing contract rights shall be placed on unrequested leave of absence while probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed.

**7-1-3-2 Continuing Contract Teachers**

The School Board may place continuing contract teachers on unrequested leave from their teaching area and from any other field to which they are assigned, in the reverse order of their employment.

In the case of equal seniority, the order in which continuing contract teachers shall be placed on unrequested leave of absence shall be determined as follows:

- a. For teachers hired before July 1, 1991, the teacher's file folder number at the Minnesota Department of Education shall be used. Teachers who have the "lower" numbers shall be deemed to have more seniority.
- b. For teachers hired on or after July 1, 1991, the last four digits of the teacher's Social Security number shall be used. Teachers with the "higher" numbers shall be deemed to have more seniority.

**7-1-3-3 Notification**

Teachers proposed to be placed on unrequested leave of absence shall be notified by certified mail, return receipt requested, or shall be personally served.

**7-1-3-4 Effect**

Final placement on unrequested leave shall be completed by July 1 of the school year. All unrequested leaves shall become effective on the last contract day of each school year.

**7-1-3-5 Bumping Rights**

Any teacher proposed to be placed on unrequested leave may bump a less senior teacher from all or a portion of a position for which the more senior teacher is licensed.

**7-1-3-6 Reassignment and Realignment**

Prior to placing teachers on unrequested leave, the school district shall realign and reassign teachers in accordance with Minnesota Statute 122A.40.

The district shall not be required to realign or reassign teachers when reinstating teachers from unrequested leave. The effective date of placement on unrequested leave shall be the end of the school year.

**7-1-4 Changing Areas of Teaching**

Subject to the November 15 requirement in 7-4-1, continuing contract teachers may change teaching areas:

**7-1-4-1** In accordance with bumping rights in 7-1-3-5.

**7-1-4-2** During internal building staffing by mutual agreement with the building principal and the Executive Director of Human Resources.

**7-1-4-3** During Transfer Pools 1 and 2, at a time when no teacher remains on unrequested leave (layoff) in the area to which the teacher desires reassignment and when the number of positions available in that area are greater than the number of teachers displaced from buildings or returning from leaves.

The right to apply to change teaching areas, described in 7-1-4-3, shall hold provided the teacher is licensed in the alternate area, notifies the District 281 Human Resources Office by the notification deadline for Transfer Pool 1, and has taught in the alternate area of licensure within the last five (5) years in the district or has taken at least six (6) quarter credits of course work in this area within the last five (5) years. Exemptions from the six credit requirement may be granted at the discretion of the Executive Director of Human Resources.

**7-1-5 Effect of Provisional License**

No teacher shall be entitled to exercise seniority rights in a teaching area for which the teacher holds only a provisional license, except as provided for in Minnesota Statute 122A.40, subdivision 11.

**7-1-6 Instructional Assistants**

When the number of instructional assistant positions is reduced, employees forced from such positions shall be placed on an instructional assistant, unrequested leave list. Calculations shall be according to 7-4-3, except that names shall remain on the instructional assistant, unrequested leave list for a maximum of five (5) years.

**7-2 Reinstatement**

Teachers placed on unrequested leave of absence shall be reinstated to available positions in the reverse order of seniority as determined by the district seniority list. A teacher who is placed on unrequested leave of absence and who is not reinstated shall continue on unrequested leave of absence for a period of five (5) years after which the right to reinstatement shall terminate. Reinstated teachers shall have the right to return in subject matter areas or fields in which they are licensed unless they have voluntarily relinquished their right to return in a specific field or subject matter.

**7-2-1** No appointment of a new teacher shall be made while there is available on unrequested leave a teacher who is properly licensed to fill such a vacancy.

**7-2-2** When practicable, notification of recall shall be by certified delivery mail with return receipt requested.

**7-2-3** It shall be the responsibility of teachers placed on unrequested leave of absence to maintain a current listing of their name, telephone number and mailing address with the District 281 Human Resources Office. A teacher shall have seven (7) days from date of mailing, personal service or telephone notification, which will be verified in writing, of recall to advise the Human Resources Office, in writing, of the intent to accept the offer or the intent to reject the offer.

If a teacher does not respond in the seven (7) day period, the teacher waives all right to reinstatement and the School Board may terminate the teacher's employment.

Teachers on unrequested leave of absence who intend to be absent from their current mailing address for an extended period of time, may file with the Human Resources Office using the designated form, their acceptance or rejection of a position vacancy, if such vacancy were to occur during the period of their absence. In addition, teachers may designate an individual, on the prescribed form, with the authority to make a decision regarding any such vacancies that arise during the absence of the teacher.

**7-2-4** If a teacher waives the right to re-employment in the position offered, the position shall be offered to the teacher with the next greater seniority, provided that teacher is licensed for the position.

**7-2-5** Pending completion of the recall procedure, positions may be filled on a temporary basis.

**7-2-6 Part-time, Full-time and Full-year Positions**

For the purposes of this paragraph, full-year, full-time employment means employment of at least 170 days per year and receipt of salary equivalent to 1.0 times the figure on the salary schedule appropriate for the individual's correct step and lane.

A teacher placed on unrequested leave of absence from a full-time position is entitled to reinstatement to a full-time position. Full-time teachers may refuse recall to a position which constitutes less than a full-year, full-time position.

A teacher placed on unrequested leave of absence from a part-time position is only entitled to reinstatement to a part-time position equal to the one last held before layoff. Refusal to accept reinstatement to a position to which the teacher is entitled shall constitute resignation.

**7-2-7 Right to Available Positions**

Individuals whose names appear on the unrequested leave list possess reinstatement rights to positions constituting 80 or more working days per year. When hired to these positions, they shall receive a rate of pay based on their proper step and lane. In addition, they may place their names on the District 281 reserve (substitute) list and accept hourly rate or reserve positions.

**7-3 Termination of Rights**

A teacher's reinstatement rights shall be terminated based on any of the following events:

1. Voluntary removal by a teacher from a specific seniority list, in accordance with 7-4-5. This voluntary removal from a specific seniority list shall terminate a teacher's reinstatement rights only in a specific area from which the teacher's name is voluntarily removed and only until the teacher voluntarily replaces his/her name on that specific list subject to the requirements of 7-4-5.
2. Resignation
3. Retirement
4. Discharge or termination of the teacher
5. Expiration or revocation of valid teaching license
6. Refusal or failure to return following recall
7. A teacher on unrequested leave of absence who has not filed by April 1 of any year, a written statement requesting reinstatement in accordance with Minnesota Statute 122A.40, Subdivision 11. The district shall inform teachers of this requirement at least thirty (30) days prior to the April 1 deadline.

## **7-4 Seniority**

The district shall maintain a current seniority book containing seniority lists by license to teach and with each teacher's current teaching area designated on each list. The book shall also contain a master seniority list of all staff eligible to teach in the teachers' bargaining unit chronologically by seniority date. A draft copy of this list will be published annually in January and a final copy in February. One or more copies will be available in all schools each year.

### **7-4-1 Filing Date**

The last possible date for filing the license in the Human Resources Office is November 15 of each year in order to have seniority rights to a position in that area of licensure.

### **7-4-2 Correction to Seniority List**

Any teacher who disagrees with the accuracy of any of the information on the draft copy of the seniority list shall have fifteen (15) working days to obtain a correction directly from the district, or ten (10) working days from the date of distribution of the final seniority list to challenge through the grievance procedure as set forth in this agreement. In the absence of a grievance being filed within ten (10) working days from the date of distribution of the final seniority list, the seniority list will be conclusively deemed to be correct.

### **7-4-3 Length of Service**

The length of service for all teachers shall be calculated from the most recent date of hire. Changes in seniority dates, which were adjusted because of the length of service, Reduced Load Clause (5-21-4-2 in 1977-79 contract) in the pre-1979-81 Collective Bargaining Agreements, shall stand and not be retroactively corrected. These shall be the only deviations from hire dates permitted in the calculation of seniority rights, except for the correction of errors or acceptance of a leave under 10-3-3. The length of service for teachers on medical leave shall include up to two (2) years of time spent on medical leave. The length of service for teachers granted Federation leave, or governmental leave shall include the time spent on Federation or governmental leave.

### **7-4-4 Seniority List**

A teacher shall be listed on all seniority lists for which the teacher holds a license to teach unless a teacher voluntarily removes his/her name according to 7-4-5.

### **7-4-5 Voluntary Removal of Name from Seniority List**

A teacher may voluntarily remove his/her name from any District 281 seniority list except from the subject-matter seniority list in which the teacher is currently assigned. Applications must be completed and returned to the Executive Director of Human Resources by November 15 of any year. The teacher's name will be removed from the designated seniority list, as posted by the district, and shall continue to be excluded from such list thereafter until replaced by the teacher as outlined below.

The teacher may voluntarily replace his/her name on the designated seniority list by notifying the Executive Director of Human Resources by November 15 of the calendar year preceding the year the teacher desires to have his/her name replaced on the designated seniority list.

### **7-4-6 Multiple Licenses**

Teachers who hold licenses to teach multiple subjects such as health/physical education, English/Social Studies or Science all may utilize 7-4-5 to remove their name

from any subject matter seniority list except that in which the teacher is currently assigned.

**7-5 Extended Contracts**

At the end of the 1995-96 school year all Lifework Coordinators were placed on unrequested leave and recalled to a standard teacher contract. Since that time a pool of days has been established annually by the District for each of the high school lifework departments to be used by the individual lifework coordinators. Effective school year 2004-05 the pool of days for the high school will be equitably distributed using a formula that incorporates the number of students registered for each lifework coordinator's program as compared to the total number of students enrolled in all of the lifework programs in that building. The student count to be used is the number of students officially registered for the program as of June 1 prior to the school year. (For example: if a lifework coordinator has 25% of all the students enrolled in all the lifework programs enrolled in his/her program, he/she will receive 25% of the days allocated to that building for the next school year. Modification to the formula may be made by the Executive Director of Teaching and Learning due to student programming needs.)

## **ARTICLE VIII Assignments and Transfers**

**8-1 Definitions**

**8-1-1 Transfer**

The term transfer, as applied in this section, means the transfer of teachers between subject matter areas, school buildings or work sites.

**8-1-2 Voluntary Transfer**

A voluntary transfer is a transfer initiated by a teacher.

**8-1-3 Involuntary Transfer**

An involuntary transfer is a transfer initiated by the district due to staff reduction, building closings, changing building enrollments, unsatisfactory work on the part of the teacher or programmatic needs on the part of the district.

**8-1-4 Internal Building Staffing**

The term internal building staffing or building settling refers to the process used by a principal in determining internal building assignments for the ensuing school year.

**8-1-5 Displacement from Building**

Displacement from building refers to the involuntary transfer of a teacher from a building when an excess of staff occurs in a particular department following unrequested leave and internal building staffing determinations.

**8-2 Voluntary Transfers**

A teacher who desires to change building assignments may request a voluntary transfer. Voluntary transfers are of three types: (1) voluntary transfers effective at the beginning of the next school year; (2) voluntary transfers effective during the current school year; (3) voluntary transfers involving a position exchange.

**8-2-1 Transfers Effective for the Ensuing School Year**

Teachers who wish to transfer from the school building to which they are assigned to another school building for the ensuing school year must follow the procedures described in Section 8-5.

**8-2-2 Transfers Effective for Current School Year**

Teachers who wish to transfer during the current school year may apply for vacancies which occur. Any such transfer shall be subject to the requirements in 6-10-1 and the final decision to approve such a transfer shall be retained by the school district. Normally, transfers are allowed only at the beginning of the school year for continuity of school programs and well being of the students.

**8-2-3 Voluntary Transfers Involving a Position Exchange**

This is a transfer request initiated by a teacher who wishes to exchange assignments with another teacher in a different building and/or different area of licensure. The proper license for both teachers is required. Requests for exchange of positions are subject to approval by both of the school principals and the Executive Director for Teaching and Learning.

Requests must be submitted before the first day of May in order to be considered for the following school year. Such exchange of positions will normally remain in effect for the entire school year. At the end of the school year, the teachers may agree to a permanent exchange of positions subject to approval of both the school principals and the Executive Director for Teaching and Learning, and subject to other limitations set forth in this agreement.

**8-3 Involuntary Transfers**

**8-3-1 Involuntary Transfers Which Are Not Administrative Transfers**

Except for administrative transfers described in 8-3-2, involuntary transfers shall be made on the basis of district-wide seniority and area of licensure.

**8-3-2 Administrative Transfers**

These are transfers which are initiated by the administration. Administrative transfers may be made for three reasons:

1. Changes in school enrollment which differ from projections made by the administration prior to the operation of the transfer pools (included in this category are changes in class enrollments which result from actual student registrations);
2. Unsatisfactory work on the part of the teacher;
3. Programmatic needs of the district.

**8-3-2-1 Administrative Transfers Due to Changes in School/Class Enrollments**

When transfers between schools are initiated on the basis of changes in school enrollments, or changes in projected secondary class enrollments, the teacher to be transferred shall be that person in the building who possesses the least district-wide seniority by area of licensure, or a teacher in the building who voluntarily agrees to the transfer.

At the elementary schools where this procedure would necessitate bumping in the building, the administration may choose to transfer the least senior teacher assigned to the grade level in which a position is to be eliminated rather than the least senior teacher in the building. The least senior teacher, as elsewhere in this agreement, refers to the teacher possessing the least amount of district-wide seniority.

Transfers due to changes in school/class enrollments shall be initiated by the administration in the following manner:

Secondary transfers shall be initiated on or before the tenth (10th) student school day of each semester. Elementary transfers shall be initiated on or before the tenth (10th) student school day after the following natural breaks:

- a. The beginning of the school year for students;
- b. Parent/teacher conference day in the fall;
- c. The end of the winter recess.

### **8-3-2-2 Administrative Transfers Due to Unsatisfactory Work on the Part of a Teacher**

Normally, when transfers are initiated on the basis of unsatisfactory work, the following steps will be taken:

**Step 1:** When a teacher's work performance is unsatisfactory, the principal shall notify the teacher in writing, stating the reasons for the principal's dissatisfaction with the teacher's performance. The teacher shall have ten (10) teaching days in which to respond in writing to the principal's notice. A copy of the notice shall be sent to the Executive Director of Teaching and Learning and the Executive Director of Human Resources who may offer, in writing, further corrective steps to be taken by the teacher after consultation with the teacher and the principal.

**Step 2:** After notice has been given to the teacher, and after corrective steps have been attempted, if the teacher's work does not improve to the satisfaction of the principal and appropriate administrator, and if in the judgment of the appropriate administrator a change in placement and assignment indicates a possibility for satisfactory work, a transfer to another building may be made before the end of the school year, normally to become effective at the beginning of the next school year.

**Step 3:** The receiving principal shall be informed within a reasonable time in advance of the teacher's transfer and shall be informed of the steps taken or to be taken in attempting to assist the teacher to make a satisfactory adjustment.

### **8-3-2-3 Administrative Transfers Due to Programmatic Needs of the District**

Transfers may be initiated on the basis of programmatic needs when:

1. The Minnesota Department of Education rules and/or regulations requires the course offering;
2. The course offering is an elective and the offering is retained by the administration in the building curriculum;
3. There exists a serious imbalance in the ratio of male/female teachers in physical education within a particular school so student locker-room supervision cannot be provided by a teacher of the same sex based on current staffing.
4. Dual licensure is required for a position.

Transfers will be implemented by district-wide seniority and licensure.

#### **8-4 Special Assignment**

A teacher on special assignment is a teacher who holds a bargaining unit position for which the School Board requires special qualifications beyond those required by the Minnesota Board of Teaching or the Minnesota Department of Education. The specific job duties for the teacher on special assignment shall be defined by the school district. Lead teachers in special education are considered to be on special assignment.

By notifying the Human Resources Office prior to February 1, a teacher on special assignment may return to a position in the bargaining unit similar to the one the teacher held prior to accepting the special assignment. Transfers from special assignment positions to other bargaining unit positions must conform to the provisions of Article VIII of this Agreement.

Notwithstanding Minnesota Statute 122A.40, a teacher on special assignment shall not be bumped from such a position due to the placement of a more senior teacher in the same licensure area on unrequested leave of absence.

#### **8-5 Staffing Process**

The District and the RFT shall agree to a timeline for the staffing process for the following school year by February 1.

##### **8-5-1 Internal Building Staffing**

Internal building staffing occurs after the district determines its district-wide staffing needs by licensure area and before positions are posted in Transfer Pool 1 and between the first and second posting of Pool 1. Internal building staffing may occur again after the transfer pools are closed.

Assignments within a building and/or department shall be made by the building principal following consultation with the RFT chief building representative and the parties involved before any vacancies are openly declared. The principal has the final authority to determine placement within the building. The dates for internal building staffing are set by the School Board, based upon concurrence with the Federation President and the Human Resources office.

A full-time teacher assigned to more than one building is considered assigned to that building which is the larger or largest portion of his/her total assignment. If the larger of the two (or the largest of more than two) portions are equal, between or among buildings, the teacher must designate which of his/her buildings is to be the assigned building for the school year by October 1 of the school year. This does not apply to part-time teachers, even if the teacher possesses the right to retain a full-time position as outlined in 6-15.

##### **8-5-2 Displacement of Teachers from Buildings**

After internal staffing occurs, it may be necessary to displace some teachers from one or more buildings. If this occurs, the teacher or teachers with the least district-wide seniority shall be displaced from the buildings by area of licensure and their names placed in Transfer Pool 1.

###### **8-5-2-1 Building Closing**

In the event of a building being closed teachers with continuing contract rights shall be placed in an assignment prior to probationary teachers.

##### **8-5-3 No Bumping**

No teacher may use the transfer provisions of the contract to bump from a building another teacher with similar licensure and area of teaching who may have less seniority in the district.

**8-5-4 Transfer Pools**

There shall be two Transfer Pools entitled Transfer Pool 1 and Transfer Pool 2. Teachers wishing to voluntarily transfer for the ensuing school year may participate in Transfer Pool 1 and Transfer Pool 2. Teachers involved in an involuntary transfer shall have their names placed in Transfer Pool 1, and if a position is not secured during Transfer Pool 1, shall have their names placed in Transfer Pool 2.

**8-5-4-1 Transfer Pool 1**

Transfer Pool 1 will include the following eligible teachers:

- a. Teachers involuntarily displaced as described in 8-5-2.
- b. Teachers returning from leave of absence.
- c. Teachers voluntarily seeking a transfer effective for the ensuing school year (not listed)

The hiring principal or administrator will select a teacher for the position. Seniority will not be used as the basis for selection.

**8-5-4-2 Transfer Pool 2**

Transfer Pool 2 will contain the names of the following:

- a. Teachers whose names were contained in Transfer Pool 1 who did not obtain a position for the ensuing school year.
- b. Teachers voluntarily seeking a transfer effective for the ensuing school year.

A teacher who voluntarily joins Transfer Pool 2 must notify Executive Director of Human Resources, in writing. A teacher who chooses to participate in Transfer Pool 2 places his/her position and building assignment in the pool. Assignments for teachers whose names are in Transfer Pool 2 are determined on the basis of seniority and area of licensure.

**8-5-4-3 Closing of Pools**

Transfer Pool 2 shall begin shortly after the completion of Transfer Pool 1. Transfer Pool 2 will last until all teachers are contacted and make their selection.

**8-5-4-4 Assignments Which Occur After the Close of Transfer Pool 2**

Teachers whose names are in Transfer Pool 2 and who did not select a position by the close of Transfer Pool 2 will be assigned to an existing vacancy by the Executive Director of Human Resources.

## **ARTICLE IX Discipline**

**9-1 Levels of Discipline**

The following disciplinary actions may be imposed by the district for good and sufficient grounds:

- a Oral reprimand;
- b Written reprimand;

- c. Letter of deficiency;
- d. Administrative transfer in accordance with 8-3-2;
- e. Withholding of a salary increase or increment;
- f. Suspension without pay;
- g. Discharge in accordance with 9-6.

**9-2 Meeting at which Disciplinary Action is Taken**

Disciplinary action taken pursuant to this article shall be administered at a meeting called for such purpose. The teacher shall receive written or oral notice of the meeting and except in the case of an oral reprimand, shall be entitled to Federation representation. In unusual circumstances, when warranted, disciplinary action may be taken immediately by the administration. In such situations, a meeting will be scheduled thereafter when practicable, to discuss the matter with the employee.

**9-3 Notice**

Except in the case of an oral reprimand, the affected teacher and the Federation shall be provided a written copy of the disciplinary action imposed. The teacher may elect in writing not to have notice of such disciplinary action provided to the Federation.

**9-4 Appeal to the Grievance Procedure**

Except as noted in section 9-5 below, disciplinary action taken pursuant to this article may be appealed to the grievance procedure as contained in Article V of this agreement. Except in the case of a written reprimand, grievances shall be initiated at Step II and shall be subject to the arbitration provisions of the grievance procedure.

**9-5 Reprimands or Letter of Deficiency**

Oral reprimands shall not be subject to the grievance procedure. Written reprimands, or letters of deficiency, under normal circumstances, shall be presented to a teacher in person at a meeting called for this purpose. The teacher shall be requested to sign a copy of the reprimand, or letter of deficiency, to be filed in the teacher's personnel file with the understanding that this means the teacher has read the reprimand or letter, but not that the teacher necessarily agrees with its contents or accuracy.

If a teacher refuses to sign the reprimand or letter, it may be placed in the teacher's personnel file by the administration with a notation indicating the date the meeting was held to review the reprimand or letter, and the fact that the teacher refused to sign the copy placed in the file. The teacher shall be afforded up to fourteen (14) calendar days to respond in writing to the reprimand or letter and the teacher's response shall be attached to the file copy of the reprimand or letter of deficiency.

**9-6 Discharge**

Procedures governing discharge are those provided under Minnesota Statute 125.12 (1982), as amended. Nothing in this article shall limit the right or obligation of the parties with respect to immediate discharge under Minnesota Statute 122A.40, subdivision 13.

**9-7 Non application of Peer Review Program Instruments**

The Peer Review Program is not intended to be used as a basis to impose disciplinary action.

**ARTICLE X  
Leaves of Absence**

**10-1 Leaves of Absence without Pay**

**10-1-1 Military Leaves**

**10-1-1-1 Involuntary Service**

Faculty members involuntarily called for military service shall receive credit for experience and seniority as if they had been on staff.

**10-1-1-2 Reserve Service**

Any teacher who is a member of a reserve component of the armed forces who is required to perform active, full-time duty shall be granted leave from the teacher's teaching duties for such purpose.

**10-1-2 Part-time Teaching Provision for Teachers with 20 or More Years of Allowable Minnesota TRA Service**

The district may, at its discretion, grant such leaves in accordance with Minnesota Statute 354.66. Approval of the teacher's principal or immediate supervisor and the Human Resources Office is required. Approval will depend, in part, on the availability of a qualified teacher to share the position at no extra cost to the district. Applications for this type of part-time employment must be received by the Human Resources Office no later than February 1 of the school year prior to that to which it would apply.

Exceptions to the February 1 deadline may be granted by the school district at its discretion. In accordance with Minnesota Statute 354.66, the district shall pay the insurance premiums as if the teacher were full-time, except for Long Term Disability for those teachers who work less than .7 FTE. The district shall contribute towards the teacher's TRA as if the teacher were full-time. Sick leave is administered according to Article 10-2-2.

**10-1-3 Extended Leaves of Absence**

The district may, at its discretion, grant extended leaves of absence consistent with Minnesota Statute 122A.46. The School Board may grant an extended leave of absence without salary to a full time teacher who has been employed by the Board for at least five (5) years and has at least ten (10) years of allowable service as defined in Statute 254.05.

The maximum duration of an extended leave of absence pursuant to this section shall be determined by mutual agreement of the Board and the teacher at the time the leave is granted and shall be at least three (3) years but no more than five (5) years. Teachers granted such leaves will be solely responsible for all retirement contributions. Approval of the Human Resources Office is required. Applications for extended leaves must be received by the Human Resources Office no later than February 1 of the school year prior to that to which it would apply. Exceptions to the February 1 deadline may be granted by the school district at its discretion.

**10-1-4 Federation or Government Services**

Leaves shall be granted to teachers who apply for such leave because they are elected or appointed to perform service for the Federation, or for teachers who are elected to a state or federal office in government, or for teachers who perform voluntary government service such as the Peace Corps, Americorps, or military Reserve duties. The leave shall extend for the entire time needed to complete the assignment and teachers granted such a leave shall retain their original date of hire.

**10-1-4-1 Return Privileges**

A teacher returning from a Federation or Government Leave shall have the right to return to the same building and department in a secondary school, or

the same grade level in an elementary school, provided the building is still open and the teacher is entitled by seniority to return to the building.

#### **10-1-5 Other Leaves of Absence Without Pay**

##### **10-1-5-1 Purpose**

Leaves of absence without pay will be considered for the following purposes: study, teaching in a foreign country, accompanying spouse or significant other on temporary assignment out of the area, rest, travel, recuperation, need to care for a seriously ill child, spouse, significant other, parent, or other purposes approved by the School Board.

##### **10-1-5-2 Requirements**

The teacher must have taught for the last three (3) years in the district to qualify for a leave of absence without pay. This requirement would not apply to a teacher requesting an extension of an existing leave of absence without pay.

##### **10-1-5-3 Length of Leaves**

The district shall approve the duration of these leaves. Normally, a leave shall not immediately follow a five (5) year leave of absence. Normally, the School Board will grant one leave per teacher every five (5) years.

##### **10-1-5-4 Seniority**

Teachers who are granted a leave under Section 10-1-5 do not accrue seniority for the time of the leave.

#### **10-1-6 Group Insurance**

Subject to the provisions of this agreement, the provisions of the FMLA, and the limitations of the group insurance plans established by Article XIII, a teacher on an unpaid leave of absence may continue to participate in the group insurance plans. A teacher choosing to continue participation shall pay the full monthly premium for such plans, commencing on the date the unpaid leave of absence begins.

#### **10-2 Leaves of Absence with Pay**

##### **10-2-1 Sabbatical Leaves**

For the 2003-2005 school years, no sabbatical leaves will be granted. The School Board will grant a number of sabbatical leaves which is equal to .8 of one percent (1%) of the number of full-time equivalencies (FTE's) included in the teachers' bargaining unit. Submitted applications must meet the established criteria.

##### **10-2-1-1 Qualifications**

Teachers shall be eligible for sabbatical leave after each seven (7) consecutive years of teaching in District 281. Time spent on authorized leaves of absence neither contributes to nor interrupts the accumulation of consecutive years of teaching.

##### **10-2-1-2 Time To Apply**

Applications for sabbatical leave must be made on forms available in the Human Resources Office on or before March 1. Successful applicants will be notified on or before April 1.

### **10-2-1-3 Salary**

The sabbatical salary for a teacher with seven (7) to ten (10) years of experience in District 281 shall be 50 percent, and a teacher with ten (10) or more years 60 percent of the salary to which the teacher would be entitled for full-time work during the sabbatical year payable on the regular payroll schedule. Upon request from the teacher on sabbatical at 50 percent of the salary, the School Board will pay 75 percent of the teacher's regular salary during the sabbatical year. The year following the sabbatical, 25 percent of the previous year's salary will be deducted from the teacher's regular salary. Upon request from a teacher on sabbatical leave at 60 percent of salary, the School Board will pay 80 percent of the teacher's regular salary during the sabbatical year. The year following sabbatical, 20 percent of the previous year's salary will be deducted from the teacher's regular salary.

### **10-2-1-4 Requirements**

1. The teacher will undertake a program which is designed to help the teacher better perform the teacher's professional duties upon return;
2. The teacher with less than an MA degree must have been accepted in a graduate school;
3. The teacher must submit for approval a summary of plans for study, research and/or travel;
4. If a sabbatical leave is granted solely for study, the recipient will earn a minimum of thirty (30) quarter hours during the sabbatical year and one summer or equal work by writing a thesis or other work as approved by the teacher's graduate adviser and the superintendent.

### **10-2-1-5 Supplemental Compensation**

The teachers on sabbatical leave may augment their sabbatical salary with aids, fellowships, scholarships or other stipends up to an amount which when added to the sabbatical salary will not exceed the amount of their basic salary.

### **10-2-1-6 Return Requirement**

The teacher must agree to serve as assigned in District 281 schools for two (2) years after the sabbatical leave or repay to the district all compensation and fringe benefits received from this district while on sabbatical leave within a period of two (2) years.

### **10-2-1-7 Return Privileges**

A teacher returning from sabbatical leave shall have the right to return to the same building and department in a secondary school or the same grade level in an elementary school. This right can be exercised by the teacher provided:

1. The building is still open; and
2. The teacher is entitled by seniority to return to the building. The teacher shall notify the Executive Director of Human Resources by February 1 of the intent to return.

If the number of teachers in a building department or elementary grade level from which a teacher is granted a sabbatical leave is reduced effective for the year the teacher is scheduled to return, the teacher in that building department or elementary grade level to be transferred out of the building would be the one who transferred in during the year the teacher was on sabbatical leave.

**10-2-2 Sick Leave**

Sick leave of ten (10) full days will be granted for each full-time teacher for each school year. Part-time teachers shall receive a pro-rated amount of sick leave based on their part of a full-time position. All sick leave shall accumulate without limit. All absences pertaining to illness, medical or dental appointments shall be deducted from sick leave. Any days used in excess of accrued sick leave days will be deducted from the teacher's salary.

**10-2-2-1 Incentive for Attendance**

To reduce voluntary absences, a teacher who uses one (1) or fewer days of sick leave during the school year may choose an option listed in the following table with the District buying back sick leave:

- a. to have the District contribute the amount set forth below in the table of pay at the teacher's daily rate into the teacher's account in the State of Minnesota Deferred Compensation Plan (457) tax sheltered annuity or 403(b) plan approved provider; or
- b. receive payment set forth below in the table, to be paid in June.
- c. use one (1) day personal leave shall be allowed for a teacher's eligibility for receiving the incentive with prior approval of human resources.

Option	Zero Days Used	One Day Used
a. Tax shelter deposit	2 days of pay	1 day of pay
b. Cash	\$250.00	\$125.00

**10-2-2-2 Family Medical Leave Act**

The District may apply the provisions of the Family Medical Leave Act to teachers who are granted sick leave under 10-2-2.

**10-2-2-3 Sick Leave Pool**

The School Board agrees to maintain a Sick Leave Pool. Sick Leave Pool By-Laws are available from the Human Resources Office or from the RFT building representative.

**10-2-3 Bereavement Leave**

A leave of absence with pay, not to exceed five (5) days, shall be granted because of a death in a teacher's immediate family, which shall be defined as spouse, significant other, brother, sister, child, parent or legal guardian. Bereavement leave of up to five (5) days may be granted for other family members with the approval of the Executive Director of Human Resources.

Up to three (3) days shall be granted because of death in the family, which shall be defined as aunt, uncle, sister-in-law, brother-in-law, parent-in-law, grandparents and grandchildren.

In addition to the leave specified in this section, teachers may use up to three (3) days of sick leave for bereavement.

**10-2-4 Personal Leave**

In the event it is necessary for a teacher to be absent from duty to conduct personal business which cannot be attended to outside of the teacher's work day, said teacher shall be granted up to three (3) days of personal leave per year without salary deduction.

Each day used for personal leave will be deducted from sick leave. Notification normally should be submitted to the principal or supervisor at least three (3) days prior to the leave. In the event prior notification is impossible, the notification must be turned in within two (2) school days upon the teacher's return. The district may limit the number of days granted to teachers within a building or department.

The following situations are not covered under personal leave:

1. Absence connected with a second income;
2. To extend a holiday or a vacation period;
3. To engage in a strike, picketing, bantering or any other concerted activity.

**10-2-5 Professional Leave**

Professional leave may be granted to teachers to attend meetings or observe another class for the purpose of improving the educational proficiency of the teacher. Requests for such leaves must normally be submitted at least one week in advance to the appropriate department administrator.

**10-2-6 Military Leaves**

Teachers shall be eligible for up to fifteen (15) days of military leave without loss of pay in accordance with Minnesota Statutes 192.26. Additional unpaid leave may be granted in accordance with 10-1-1. Requests for such leave shall be submitted to the Executive Director of Human Resources by the teacher upon receipt of such orders, but in no event more than two (2) work days following receipt of such orders.

**10-2-7 Jury Duty**

Teachers who receive a summons are to notify the Human Resources Office immediately of the proposed dates of service. Teachers who receive a stipend for jury duty must send a copy of the check to the payroll department along with parking receipts. The jury service payment less mileage and parking will be deducted from the teacher's district check.

Teachers will have no loss of pay as a result of jury duty if the provisions above are met. Failure to do so will result in the deduction of the substitute rate of pay from the teacher's salary.

**10-2-8 Benefits on Paid Leave**

The School Board shall pay proportionate premiums for benefits which accrue for a teacher on leave with pay.

**10-3 Leaves of Absence With or Without Pay**

**10-3-1 Child Care Leave**

Child care leave will be granted because of the need to prepare and provide parental care to a natural-born or adopted child or children. This may be paid if the staff member has sick leave. A maximum of 12 continuous weeks (60 days) of sick leave may be used. During the first ten (10) years of employment with the District, if a teacher exhausts his/her sick leave, the teacher may receive up to an additional ten (10) days of paid leave.

Part-time teachers shall receive a prorated amount of sick leave based on their part of a full-time position. In the case of natural birth, child-care leave may be utilized separately or in conjunction with pregnancy-related disability described in 10-3-1-6.

**10-3-1-1 Initiation of Leave**

A teacher making application for child-care leave shall submit a written request to the Human Resources Office at least two (2) calendar months before commencement of the intended leave. The school district may adjust the proposed beginning or ending date of a child-care leave so that the dates of the leave are coincident with some natural break in the school year; i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year or the like.

**10-3-1-2 Return**

The anticipated date of return shall be stipulated at the time leave is requested. In stating beginning and returning dates, teachers shall keep in mind the importance of continuity of instruction. The return date may be changed at a later time by mutual agreement of the teacher and the Executive Director of Human Resources. Upon return the teacher shall be assigned to a position comparable to the previously held position.

**10-3-1-3 Length of Leave**

Each child-care leave shall not exceed two (2) full school years. The school year in which the leave begins is to be counted as one of the two years. Teachers on child-care leave may apply for an additional year of leave under 10-1-5.

**10-3-1-4 Failure to Return**

Failure of the teacher to return pursuant to the dates determined under this section may constitute grounds for termination unless the school district and the teacher mutually agree to an extension in the leave.

**10-3-1-5 Probationary Teachers**

The time a teacher spends on child-care leave shall not be counted in determining the completion of the teacher's probationary period.

**10-3-1-6 Pregnancy-related Disability**

Pregnancy-related disability shall be treated the same as any other disability. The sick leave provisions described in 10-2-2 shall be available for pregnancy-related disability.

**10-3-1-7 Seniority**

Teachers who are granted a leave under Section 10-3-1 accrue seniority for the time of the leave.

**10-3-2 Medical Leave**

A teacher may request in writing to be placed on medical leave. Teachers granted such leave shall continue to accrue seniority for a maximum of two (2) years.

**10-3-3 Family Medical Leave Act**

The District will apply the provisions of the Family Medical Leave Act to teachers who are granted leaves under 10-3-1, 10-3-2, and 10-3-3.

**10-4 General Rules Governing Leaves of Absence**

**10-4-1 Reassignment**

Teachers returning from any authorized leave shall be entitled to a similar position if so qualified by seniority and license. If return is scheduled for the beginning of a school year, the teacher's name shall be placed in Transfer Pool 1. (See Section 10-2-1-7 for Return Privileges of Teachers on Sabbatical Leave.) If the return is scheduled before the end of the school year during which the leave is granted, the teacher shall return to the same building and position.

## **ARTICLE XI Communications**

### **11-1 Non Contractual Grievances**

A non contractual grievance shall mean an alleged misapplication, misinterpretation or violation of policy or practice governing or affecting licensed teachers which does not meet the definition of a grievance as set forth in 5-1 of this agreement and, therefore, cannot be processed under Article V. The grievance procedure outlined in Article V of this agreement shall apply to grievances filed under 11-1, except no hearing shall proceed beyond Level III, and the School Board or a subcommittee of the board shall hear all non contractual grievances appealed to Level IV.

### **11-2 Labor/Management Committees**

The Federation and the District agree to the concept of labor/management committees. The purpose of individual labor/management committees shall be to discuss and exchange ideas on issues not specifically covered in the Collective Bargaining Contract.

#### **11-2-1 Appointments**

Except for the Staff Development and Insurance Committees, the Federation and the District shall be entitled to an equal number of members on each labor/management committee. District appointments shall be made by the Superintendent, and the Federation appointments by the Federation president.

#### **11-2-2 Composition, Size and Organization**

When a labor/management committee is first formed, its mission or purpose and size shall be determined by agreement of the superintendent and Federation president. Thereafter, each committee shall determine its objectives, procedures for operation and decision making and to whom its recommendations shall be sent. These items together with its mission and size shall be committed to writing and sent to the superintendent and Federation president for approval. Changes in the mission, size, objectives, procedures, and to whom the committee sends its recommendations, can be made by the committee if approved by the Superintendent and Federation president.

#### **11-2-3 Formation and Dissolution of Committees**

Additional labor/management committees can be formed or existing committees can be dissolved by agreement of the superintendent and Federation president.

#### **11-2-4 Insurance**

The Federation shall have at least three (3) members on the Joint Labor/Management Insurance Committee.

#### **11-2-5 Staff Development**

The Federation shall have a majority of the members on the District Staff Development Committee. The chair of the committee shall be appointed by the Federation President.

This committee shall allocate the district's staff development funds in accordance with the Minnesota Statute and shall approve staff development activities. Staff development committees in each building shall be comprised of a majority of teachers elected by the teachers in the building.

**11-3 Building Communications**

The principal's committee and the School Union Committee shall consist of a maximum of three members each in each school building and will meet, if requested by either party, once a month during the school year for the purpose of discussing working conditions and the implementation of the agreement. The meeting may include additional resource persons when mutually agreed upon by both parties. Any recommendations of the parties shall be forwarded to the superintendent of schools and the Federation. This committee will be advisory only. The agenda shall be mutually established prior to the meeting. Minutes will be kept and approved by both parties.

**ARTICLE XII  
Basic Schedules and Rates of Pay**

**12-1 Classification of Staff**

**12-1-1 Regular Teachers**

All regular classroom teachers and media generalists, occupational therapist, physical therapist, school counselors, nurses and instructional assistants come under the salary schedule and are assigned to thirty-eight (38) weeks of service. The salary schedule is listed in Appendix A.

**12-1-2 More Than 38-Week Teachers**

Those assigned to contracts for longer terms are paid by formula or prorated salaries based on the salary schedule.

**12-1-3 Reduced Load (Part-time Teachers)**

Those teachers employed for a time period less than 1.0 of a full-time teacher shall be assigned a contract on which the pay shall be prorated from the regular salary schedule listed in Appendix A.

**12-2 Salary Schedule**

The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the agreement for the 2003-2004 and 2004-2005 school years.

**12-3 Status of Salary Schedule**

Upon expiration of this agreement, the salary schedules contained herein shall have no force and effect and shall not be construed as a part of a teacher's continuing contract.

## **12-4 Schedule of Payments and Payment Practices**

### **12-4-1 Number of Payments**

Teachers may select one of the following options:

1. Their annual salary will be payable in 26 equal installments. The annual salary will be payable in 20 equal installments of 1/26 the annual salary each and one final payment to balance the contract.
2. Their annual salary will be payable in 21 equal installments.

### **12-4-2 Selection**

Such selection must be made in writing to the Executive Director of Human Resources before August 1 of any school year and shall remain in force year after year unless changed in writing to the Human Resources Office by the teacher. New teachers shall select their options at the time of signing their contract.

### **12-4-3 Paydays, Holidays, & Recesses**

All salary payments to teaching staff members shall be paid bi-weekly. Checks will normally be issued every other Friday. The district payroll department will publish an annual fiscal calendar of payroll distribution dates. Paychecks issued through building distribution and direct deposit will be paid according to this annual calendar.

## **12-5 Placement on Salary Schedule**

The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule.

### **12-5-1 Initial Placement**

Teachers accepting initial employment in District 281 shall receive credit on the salary schedule for up to a maximum of four (4) steps for approved outside experience. In instances where an individual teacher agrees to an initial step placement below the maximum available to the teacher, such acceptance will be noted on the teacher's contract and the Federation will be notified. The district reserves the right to place new teachers on a higher level of the salary schedule than previous experience would warrant.

#### **12-5-1-1 Training Level Qualifications**

The initial training level placement will be the degree held at the time of teacher certification. Those teachers in a teacher licensing post baccalaureate program who have additional credits beyond the BA at the time they receive their teaching license, shall be given credit beyond the BA lane if their program advisor sends a letter indicating that the candidate must teach as a requirement for receiving an MA. The placement in these cases would be in the lane appropriate to the credits earned beyond the BA. If the degree held at the time of certification is an MA, the teacher will be given appropriate credit beyond the MA level upon receipt of the letter from the advisor.

### **12-5-2 Change in Training Level**

The deadline to apply for change of training level salary adjustments will be October 1 for credits earned by September 1, and March 1 for credits earned by February 1. Any teacher with a Bachelor's degree or above qualifying for a change of training level shall transfer at the same step on the salary schedule. An application form from the Human Resources Office for change of training level with an official transcript of credits earned shall be in the Human Resources Office by October 1 or March 1. The Executive Director of Human Resources will audit all such requests and make recommendation for approval by the School Board at the next regular meeting. Any change of training level

must be justified by having at least one-half of the applicable credits earned at an accredited college or university. The other one-half credit may be local in-service credit.

**12-5-2-1 Advance Degree Program**

Credits used toward advancement on the salary schedule must be earned by the teacher completing courses related to the teacher's professional expertise or as a part of a definite career plan in the field of education.

**12-5-2-2 Credit for In-Service Courses**

School Board credits for in-service courses offered by other school districts and approved in advance will be assigned credit on the same basis as District 281 in-service courses. One quarter credit equals a minimum of twelve (12) hours. No half credits will be granted.

**12-5-3 Training Level Qualifications**

Training beyond high school graduation is interpreted as follows:

**12-5-3-1 Bachelor's Degree**

Requires the completion of a four-year course at an accredited teacher-training institution with the granting of a bachelor's degree.

**12-5-3-2 Bachelor's Degree Plus Fifteen (15) Quarter Credits**

Requires that the fifteen (15) credits have all been earned after receiving the bachelor's degree (or credits which qualified the person for a teaching license). Eight (8) hours must be graduate level. The remaining credits may be approved undergraduate credits applied on a ratio of 1.5 undergraduate credits to one graduate credit.

**12-5-3-3 Bachelor's Degree Plus Thirty (30) Quarter Credits**

Requires that the thirty (30) credits have all been earned after receiving the bachelor's degree (or credits which qualified the person for a teaching license). Fifteen (15) credits must be graduate level. The remaining credits may be approved undergraduate credits applied on a ratio of 1.5 undergraduate credits to one graduate credit.

**12-5-3-4 Bachelor's Degree Plus Forty-five (45) Quarter Credits**

Requires that the forty-five (45) credits have all been earned after receiving the bachelor's degree (or credits which qualified the person for a teaching license). Twenty-three (23) credits must be graduate level. The remaining credits may be approved undergraduate credits applied on a ratio of 1.5 undergraduate credits to one graduate credit.

**12-5-3-5 Bachelor's Degree Plus Sixty (60) Quarter Credits**

Requires that sixty (60) credits must be earned after receiving the bachelor's degree (or credits which qualified the person for a teaching license). Thirty (30) of such credits must be graduate level. The remaining credits may be approved under-graduate credits applied on a ratio of 1.5 undergraduate credits to one graduate credit

**12-5-3-6 Master's Degree**

Requires the granting of a master's degree by an accredited graduate school.

**12-5-3-7 Master's Degree Plus Fifteen (15) Quarter Credits**

Requires that the fifteen (15) credits must be earned after receiving the master's degree. Eight (8) credits must be graduate level. The remaining

credits may be approved undergraduate credits applied on a ratio of 1.5 undergraduate to one graduate credit.

**12-5-3-8 Master's Degree Plus Thirty (30) Quarter Credits**

Requires that thirty (30) credits must be earned after receiving the master's degree. Fifteen (15) credits must be graduate level. The remaining credits may be approved undergraduate credits applied on a ratio of 1.5 undergraduate to one graduate credit.

**12-5-3-9 Master's Degree Plus Forty-five (45) Quarter Credits**

Requires that the forty-five (45) credits must be earned after receiving the Master's degree. Twenty-three (23) credits must be graduate level. The remaining credits may be approved undergraduate credits applied on a ratio of 1.5 undergraduate to one graduate credit.

**12-5-3-10 Specialist Degree or Master's Degree Plus Sixty (60) Quarter Credits**

Requires that sixty (60) credits must be earned after receiving the master's degree, with exception of graduate work for master's degree in social work. Thirty (30) credits must be graduate level. The remaining credits may be approved undergraduate credits applied on a ratio of 1.5 undergraduate credits to one graduate credit. The specialist degree must be granted by an accredited graduate school.

**12-5-3-11 Doctor's Degree**

Requires the granting of a doctor's degree by an accredited graduate school.

**12-5-3-12 National Board Certification**

During the year in which a teacher receives certification by the National Board for Professional Teaching Standards, the teacher shall receive additional pay. The amount shall be one-half of the difference between the amount of the step and lane for which the teacher is qualified and the same step of the next higher lane. For as long as the teacher remains Nationally Board Certified, the teacher shall be placed on a lane one higher than the one for which the teacher is qualified under 12-5-3.

**12-5-3-13 Certificate of Clinical Competence**

During the year in which a teacher who is employed as an Educational Speech Language Clinician receives from the American Speech/Language/Hearing Association Certificate of Clinical Competence the teacher shall receive additional pay. The amount shall be one-half of the difference between the amount of the step and lane for which the teacher is qualified and the same step of the next higher lane. For every subsequent year the certified teacher shall be placed on a lane one higher than the one for which the teacher is qualified under 12-5-3.

**12-5-4 Step Increase**

If a teacher's first day of employment is prior to February 1, the teacher shall receive a step increase at the beginning of the following school year. If a teacher's first day of employment is on or after February 1, the teacher shall receive a step increase the Fall following the completion of one full school year contract.

**12-5-5 Career Increments**

Career increments will be paid to teachers according to the salary schedule listed in Appendix A. The 16th and 21st steps shall be considered career increments. Teachers who have taught for fifteen (15) years or the equivalent of the sum of partial years, if working less than 94 days in a year or twenty (20) years or the equivalent of the sum of

partial years, if working less than 94 days in a year in District 281 shall be eligible. The years of service need not be consecutive.

## **ARTICLE XIII Teacher Welfare**

### **13-1 Hospitalization/Major Medical**

The School Board will participate in the hospitalization/major medical insurance program by paying for full-time teachers the following amounts toward the monthly premium costs of any plan approved by the School Board. Any additional cost of premium shall be borne by the employee and paid by payroll deduction. For the purpose of this section, full-time teacher shall be a teacher whose average work-week equals or exceeds 38 hours.

**13-1-1** The District shall contribute the following maximum dollar amounts to the single and family hospitalization/major medical plans:

<b>Effective</b>	<b>Single Plan</b>	<b>Family Plan</b>
January 1, 2004	\$301	\$457
January 1, 2005	\$301	\$457

The health insurance family plans will include coverage for all children up to the age of 25 as long as they are students of an accredited secondary or post-secondary school unless disallowed by the insurance carrier.

**13-1-2** Any full-time teacher who enrolls in the district's medical insurance plan with at least a \$750 annual deductible or a family plan annual deductible of at least \$1500, shall receive a monthly VEBA contribution as follows. Part-time teachers who are at least .5 FTE shall receive a pro-rated contribution.

<b>Effective</b>	<b>Single Plan</b>	<b>Family Plan</b>	<b>VEBA</b>
January 1, 2004	\$301	\$457	\$41.67 monthly
January 1, 2005	\$301	\$457	\$41.67 monthly

### **13-2 Long-term Disability Income**

The School Board will participate in the long-term disability insurance program. The Board will pay one-half of the annual premium for all full-time licensed teachers who participate in the program. The income of the participant, who is forced from work for a long period of time due to reasons of health or accident, will be insured after the 65th working day for two-thirds of the teacher's regular salary up to the policy limit. If the teacher requests it, the School Board will pay to those participants who have accumulated 65 days of sick leave the regular income with one-third day subtracted from the total number of remaining sick leave days until all sick leave has been used in full, or the teacher requests such payment be discontinued.

### **13-3 Term Life Insurance**

Each full-time teacher may participate in the group life insurance program by carrying one basic unit of term life insurance in the amount of \$50,000. The school district will pay seventy-five (75%) percent of the annual premium. Three additional units (one unit equals \$50,000) may be purchased through the group, with the cost to be borne by the employee. Teachers must sign a certificate of insurability after which the insurance carrier will determine whether or not the individual qualifies for the additional unit(s).

**13-4 Dental Insurance**

The School Board will pay 100 percent of the annual single premium, and 80 percent of the family premium for full-time teachers who participate in the district group dental insurance plan.

**13-5 Retired Teachers**

Retired teachers shall have the option of remaining within the group at no cost to the district unless prohibited by Minnesota Statute or by the agency or company involved. Teachers who qualify for the severance pay program covered in 13-10 shall have partial premiums paid by the School Board according to 13-10-8.

**13-6 Authorized Deductions**

Teachers may individually and voluntarily authorize deductions for credit unions, flexible spending, bank savings plans, and tax-deferred plans.

**13-7 Part-time Teachers and Hourly Rate Teachers**

Teachers who teach twenty (20) hours or more per week will be eligible for hospitalization, life and dental insurance. Teachers who teach twenty-five (25) hours or more will be eligible for long-term disability.

**13-7-1** The School Board shall participate in the hospitalization/major medical insurance programs or which part-time teachers are eligible as described above. The effective date of prorated payments shall be November 1, 1987. The Board will pay a prorated amount toward the premium cost of these programs calculated in the following manner:

$$\begin{array}{r} \text{Amount paid by} \\ \text{Board for Part} \\ \text{Time} \end{array} = \begin{array}{r} \text{Hours of PT} \\ \text{-----} \\ \text{Hours of FT} \end{array} \times \begin{array}{r} \text{Amount paid by Board for a} \\ \text{full-time teacher as specified} \\ \text{in 13-1-1} \end{array}$$

**13-7-2** The School Board shall participate in the term life insurance, dental insurance and long-term disability programs for which part-time teachers are eligible as described. The Board will pay one-half (1/2) of the amount paid on behalf of full-time teachers for life insurance and long-term disability. The Board will pay 100 percent of the annual single premium for dental insurance. Part-time teachers may participate in the family dental plan, but the district will contribute only the amount it contributes to a single plan.

**13-8 Cafeteria Benefits**

**13-8-1 Eligibility**

Each full-time teacher whose employment commences on or after July 1, 1995, and who is scheduled to hold a position in excess of eighty (80) working days in a school year, will be allocated a specified dollar amount per month, for use in purchasing fringe benefits under this Article. Said allocation will commence on September 1 of each year and will be made to the teacher's account at the beginning of each month during which the teacher is entitled to full salary from the district.

Any full-time teacher who enrolls in the district's medical insurance plan with at least a \$750 annual deductible or family plan annual deductible of at least \$1500, shall receive a monthly VEBA contribution as follows. Part-time teachers who are at least .5 FTE shall receive a pro-rated contribution.

Effective	Cafeteria Plan	VEBA
January 1, 2004	\$505	\$41.67 monthly
January 1, 2005	\$505	\$41.67 monthly

Teachers hired before July 1, 1995 may choose to participate in the cafeteria benefits plan, but will no longer be eligible for any severance lump sum or insurance benefits. A document to that effect, signed by the teacher, will be kept in the teacher's personnel file. This option may be used in conjunction with Article 13-9, deferred compensation. This option may be exercised only during the open enrollment period.

Each full-time teacher who is hired prior to February 1, and who teaches for the remainder of the school year, will be eligible for continuation of said monthly allocation through the following August.

**13-8-2 Minimum Coverage**

Each full-time teacher shall purchase, at a minimum, single coverage under the group hospitalization/major medical insurance plan and shall purchase Long-Term Disability Income insurance. For purposes of computing the amount to be charged to each teacher's account for the purchase of insurance coverage, the rate in effect for a particular month shall be the rate billed by the carrier for that month.

**13-8-3 Additional Coverage**

If a teacher elects to purchase group insurance fringe benefits offered by the school district, which results in monthly premium charges greater than the amount allocated to the teacher's account pursuant to 13-8-1 above, any cost in excess of the teacher's monthly allocation shall be borne by the teacher and paid by payroll deduction.

**13-8-4 Excess Allocation**

A teacher will receive as additional salary any money allocated to the teacher for that month which was not charged against the teacher's account for purposes of fringe benefit purchases in accordance with 13-8-1 above.

**13-8-5 Discontinuation of Allocation**

Monthly allocation to teachers for the purposes of purchasing insurance fringe benefits under 13-8 above shall cease on the first of the month following:

- a. Termination of employment with the district if it occurs before the end of the school year.
- b. Leaving on an authorized leave of absence, unless other provisions of this Agreement make provision for continuance of the monthly allocation.

If termination of employment with the district occurs at the end of the school year the cafeteria benefit allocation amount shall continue for July and August of that year if hired prior to February 1.

**13-8-6 Part-time Teachers**

Teachers whose assignment is at least .5 full time equivalent (FTE) shall be eligible for benefits under 13-8. The fractional part of the full amount described in 13-8-1 shall be the teacher's full-time equivalent (FTE) multiplied by the amount of the benefits.

**13-9 Deferred Compensation**

**13-9-1 Eligibility**

Full-time teachers whose first day of work in the district begins on or after July 1, 1995, will be eligible to participate in the matching annuity program as provided in MS. 356.24. A teacher whose first day of work in the district begins on or after July 1, 1999, and whose assignment is at least .5 full time equivalent (FTE), may participate in a matching annuity plan upon completion of at least three (3) years of employment.

Teachers hired before July 1, 1995 may choose to participate in the matching annuity program, but will no longer be eligible for any severance lump sum or insurance benefits. A document to that effect, signed by the teacher, will be kept in the teacher's personnel file. This option must be used in conjunction with Article 13-8, cafeteria benefits.

**13-9-2 District Contribution**

The district will annually match up to \$600.00 for the school years 2003-2004 and 2004-2005, to either the Minnesota Deferred Compensation Plan or a 403(b) annuity, approved for deferred compensation, on a dollar-for-dollar basis.

**13-9-3 Part Time Teachers**

Teachers whose assignment is at least .5 full time equivalent (FTE) shall be eligible for benefits under 13-9. The fractional part of the full amount described in 13-9-2 shall be the teacher's full time equivalent (FTE) multiplied by the amount of the benefits.

**13-10 Severance**

The purpose of the severance program in District 281 is to reward teachers for service rendered over a long period of time. Article 13-10 does not apply to teachers whose first day of work in District 281 began on or after July 1, 1995.

**13-10-1 Eligibility**

To qualify for severance pay, the teacher must:

**13-10-1-1** Be at least 55 years of age on June 30 of the school year in which the teacher's retirement becomes effective; or be less than 55 years of age and have taught for at least 30 years in the District;

**13-10-1-2** Have completed fifteen (15) or more years of full-time service as a teacher, or the equivalent, in District 281 and/or the Federation on June 30 of the school year in which the teacher's retirement becomes effective;

**13-10-1-3** Have provided to the school district a written resignation prior to February 1 of the school year in which the resignation becomes effective.

**13-10-1-4** Any teacher who is discharged shall not be eligible for severance pay.

**13-10-2 Basis of Pay**

The amount of severance pay shall be up to 100 days of the teacher's final salary as of June 30 of the final full year of teaching. If a teacher qualifies under 13-10-1-2 but does not have fifteen (15) or more years of full-time service, the amount of severance pay shall be calculated by multiplying the average amount of the teacher's full-time equivalency times the teacher's full-time salary for the last full year of teaching. Salary shall be defined as contract-salary amount and shall not include any additional compensation for extra-curricular activities, extended employment or other extra compensation. A maximum of one hundred (100) days may be accumulated for unused sick leave.

**13-10-3 Additional Sick Leave**

Teachers hired prior to July 1, 1995, and who did not elect to participate in the deferred compensation plan shall receive an additional thirty (30) days of sick leave at the completion of his/her fifteenth (15th) year of service, or the equivalent, in the school

district and/or Federation. Provisions in 13-10-3 are subject to limitations noted in 13-10-2.

**13-10-4 Accumulated Sick Leave**

The maximum number of severance pay days a teacher can receive for accumulated sick leave is one hundred (100) days. Provisions in 13-10-4 are subject to limitations noted in 13-10-2. Below is the table to determine the number of days a teacher may receive severance pay for:

<b>Sick Days Accumulated</b>	<b>Days of Severance Pay</b>
0-30	1 day paid for each day maximum 30 paid days
31-150	1 day paid for 2 unused days maximum 60 paid
151-250	1 day paid for 10 unused days maximum 10 paid days

**13-10-5 Amount of Pay**

Days accumulated toward severance pay as noted in 13-10-2, 13-10-3 and 13-10-4 shall be the product of this multiplication and will be the number of days of severance pay to be paid to the teacher upon retirement.

**13-10-6 Time of Payment**

Severance pay shall be in one lump sum on a date no earlier than seven (7) months following the date of retirement and no later than a date seven-and-one-half (7 1/2) months following date of retirement. In case of the teacher's death, unpaid severance pay shall be paid to the teacher's designated beneficiary, or if none has been designated, or if the designated beneficiary predeceases or dies within three (3) days of the retiring teacher, then to the teacher's secondary beneficiary or estate.

**13-10-6-1 Post Retirement**

To the extent that this agreement provides for payments to employees near or after retirement, and to the extent that the Internal Revenue Code provides tax deferral and tax savings opportunities, the District agrees to make a reasonable effort to provide such plans and the Federation agrees to participate in the plans made available.

**13-10-7 Mid-Year Early Retirement**

A teacher who wishes to retire on a date other than the last day of the school year shall qualify for severance pay provided:

- a. The teacher retires on or after the last day of the first semester.
- b. The teacher notifies the district of the teacher's intention to retire by February of that school year, or at least four (4) weeks in advance of the intended retirement date, whichever provides the greater notice.

**13-10-7-1** Severance pay for a teacher who retires on a date other than the last day of the school year shall be paid in accordance with the provisions of Sections 13-10-2, 13-10-3, 13-10-4, 13-10-5, 13-10-6.

**13-10-7-2** In unusual circumstances, (e.g., serious illness), the district may grant early severance payment to a teacher who retires after June 30 but before the last day of the first semester.

**13-10-7-3** A teacher's age at retirement will be considered to be the teacher's age on June 30 of the school year in which the teacher retires.

**13-10-8 Retiree Health Insurance**

Any teacher of District 281 who is a member of the District's major medical and hospitalization group plan and has fifteen (15) full years of full-time employment, or the equivalent, as a teacher in the school district and/or the Federation, who retires following the age of 55, or is less than age 55 and has taught for at least 30 years in the district, may continue as a member in the insurance group.

For teachers who retired before July 1, 1990, the district will pay the same amount of the premium as paid to other members of the group until the retiree reaches the age of Medicare. A retired teacher may continue in the group at no cost to the school district after the district contribution is completed.

For teachers who retire after July 1, 1990, the district will continue to pay the exact dollar amount in 13-1-1 for the monthly hospitalization/medical insurance premium at the time of retirement until the retiree reaches the age of Medicare. If this is family coverage and the teacher subsequently switches to single coverage, the district will provide the exact dollar amount paid for single coverage during the year in which the teacher retired.

**13-10-8-1 Newly Hired Teachers**

For full-time teachers whose first day of work begins on or after July 1, 1995, Article 13-10-8 will not apply. Such teachers can, at the time of their retirement, continue in the district's existing health insurance program at their own expense.

## **ARTICLE XIV No Strike Lock-Out Pledge**

The Federation or any member thereof will not engage in or encourage illegal strike action, withholding of services or a refusal to perform tasks normally assigned to them during the life of this contract. There shall be no lock-out against the Federation by the School Board during the life of this contract.

## **ARTICLE XV Duration and Effect**

### **15-1 Savings Clause**

If any provision of this agreement is or shall at any time be contrary to federal, state or local law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute provisions shall be subject to appropriate consultation and negotiation with the Federation.

### **15-2 Severability**

The provisions of this agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this agreement or the application of any provision thereof.

### **15-3 Effect**

This agreement constitutes the full and complete agreement between the School Board and the Federation representing the teachers of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning the terms and conditions of employment clearly inconsistent with these provisions.

### **15-4 Finality**

Any matters relating to the current contract term, whether or not referred to in this agreement, shall not be open for negotiation during the term of this agreement unless mutually agreed to by the parties.

### **15-5 Term and Reopening Negotiations**

This agreement shall remain in full force and effect for a period commencing on July 1, 2003, through June 30, 2005, and until the extension period defined in PELRA has expired. If either party desires to modify or amend this agreement commencing on July 1, 2003, they shall give written notice of such intent no later than May 2, 2005. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this agreement.

## **ARTICLE XVI Collective Bargaining Agreement**

The School Board shall furnish a printed copy of this Collective Bargaining Contract to each licensed teacher in the bargaining unit, four teacher contract weeks after the contract is signed. One hundred (100) copies shall be furnished to the Federation.

**APPENDIX A**  
**Salaries**  
2003 to 2004

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>BA+60</b>
1	30,981	31,497	32,013	32,530	33,551
2	32,166	33,011	33,568	34,123	35,494
3	33,398	34,598	35,197	35,795	37,551
4	34,675	36,260	36,905	37,549	39,726
5	36,003	38,003	38,697	39,388	42,025
6	37,380	39,829	40,575	41,317	44,459
7	38,811	41,745	42,545	43,341	47,035
8	40,296	43,751	44,610	45,464	49,758
9	41,837	45,853	46,774	47,691	52,640
10					55,689
Increment:	804	804	804	804	1,787
16	42,641	46,657	47,578	48,495	57,476
Increment:	1,609	1,609	1,609	1,609	4,136
21	43,446	47,462	48,383	49,300	59,825

<b>STEP</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>Specialist</b>	<b>PhD</b>
1	34,862	36,271	37,133	37,999	38,797	39,931
2	36,801	38,107	39,002	39,901	40,715	41,954
3	38,793	40,035	40,966	41,898	42,727	44,078
4	40,893	42,058	43,028	43,995	44,840	46,309
5	43,107	44,190	45,193	46,195	47,055	48,654
6	45,441	46,424	47,468	48,506	49,380	51,119
7	47,905	48,772	49,858	50,935	51,821	53,706
8	50,500	51,240	52,369	53,483	54,380	56,426
9	53,237	53,831	55,006	56,159	57,069	59,281
10	56,124	56,555	57,774	58,970	59,891	62,284
Increment:	2,236	2,571	2,571	2,571	3,352	3,352
16	58,360	59,126	60,345	61,541	63,243	65,636
Increment:	4,694	5,699	5,699	5,699	6,930	6,930
21	60,818	62,254	63,473	64,669	66,821	69,214

**Appendix A  
2004-2005 Salaries**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>BA+60</b>
1	31,368	31,891	32,413	32,937	33,970
2	32,568	33,424	33,988	34,550	35,938
3	33,815	35,030	35,637	36,242	38,020
4	35,108	36,713	37,366	38,018	40,223
5	36,453	38,478	39,181	39,880	42,550
6	37,847	40,327	41,082	41,833	45,015
7	39,296	42,267	43,077	43,883	47,623
8	40,800	44,298	45,168	46,032	50,380
9	42,360	46,426	47,359	48,287	53,298
10					56,385
Increment:	814	814	814	814	1,809
16	43,174	47,240	48,173	49,101	58,194
Increment:	1,629	1,629	1,629	1,629	4,188
21	43,989	48,055	48,988	49,916	60,573

					<b>Specialist</b>	
<b>STEP</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>	<b>PhD</b>
1	35,298	36,724	37,597	38,474	39,282	40,430
2	37,261	38,583	39,490	40,400	41,224	42,478
3	39,278	40,535	41,478	42,422	43,261	44,629
4	41,404	42,584	43,566	44,545	45,401	46,888
5	43,646	44,742	45,758	46,772	47,643	49,262
6	46,009	47,004	48,061	49,112	49,997	51,758
7	48,504	49,382	50,481	51,572	52,469	54,377
8	51,131	51,881	53,024	54,152	55,060	57,131
9	53,902	54,504	55,694	56,861	57,782	60,022
10	56,826	57,262	58,496	59,707	60,640	63,063
Increment:	2,264	2,603	2,603	2,603	3,394	3,394
16	59,090	59,865	61,099	62,310	64,034	66,457
Increment:	4,753	5,770	5,770	5,770	7,017	7,017
21	61,579	63,032	64,266	65,477	67,657	70,080

# **APPENDIX B**

## **Co-Curricular Activities**

### **ARTICLE I**

#### **Salary Calculations and General Procedures**

#### **1-1 Salary**

Salary is determined by multiplying the ratio times the dollar figure in 1-1-1 and 1-1-2. If part or all of the co-curricular activity occurs during the regular school day, a different salary schedule will be determined by the district based on the percentage of time spent outside the regular school day.

##### **1-1-1 Athletic Sections**

Calculations of 2003-2004 salaries for positions listed in the athletic sections of Articles II, III, IV shall be based on \$55,689 which represents a 0.75 percent increase over the base used for 2002-2003.

Calculations of the 2004-2005 salaries for the same positions shall be based on \$56,385, which represents a 1.25 percent increase over the base used for 2003-2004.

##### **1-1-2 Fine Arts, Other and District-wide Activities**

Calculations of 2003-2004 salaries for positions listed in the fine arts and other sections of Articles II, III, and IV and for positions listed in the district-wide activities section V, shall be based on \$55,689 which represents a .75 percent increase over the base used for 2002-2003.

Calculations of 2004-2005 salaries for these same positions shall be based on \$56,385, which represents a 1.25 percent increase over the base used for 2003-2004.

#### **1-2 Experience**

For all coaches and supervisors salary for the ninth (9th) year of experience in the same activity shall be multiplied by 1.1. Experience shall be defined as the cumulative number of years spent directing or coaching in the same activity whether the activity is men's or women's, the position head or assistant, or the middle school or high school. The coach/activity director must apply for this change in experience level on the proper form prior to the beginning of the season/activity.

#### **1-3 Reports and Payment**

- a. The sponsor of each activity which has a fee attached shall make a report in duplicate to the principal. One copy shall be forwarded to the coordinator of athletics.
- b. Payment of extra-curricular salaries shall be paid in accordance with the printed payroll dates. The first payment for directors or coaches of year-long activities shall be made prior to November 1.

#### **1-4 Pay for Participation in Post-Season Tournaments**

- a. Post-season pay benefits will only be paid to the number of coaches allowed by the Minnesota State High School League playing in post-season tournaments.
- b. Post-season pay shall be earned by coaches and assistant coaches the day after the team has won a first-round contest or advanced beyond a preliminary round.
- c. Head coaches will be paid \$35 per day for each day of post-season practice or play. Assistant coaches will be paid \$25 per day for each day of post-season practice or play.
- d. The band director and cheerleading advisor will receive \$50 for each post-season tournament performance. No additional pay will be made for supervising practices or rehearsals.

## **1-5 Middle Schools**

All appointments to positions under Article III, Middle Schools, shall be made by the middle school building principal or designee. A complete list of all appointments made by the principal under this schedule shall be filed in duplicate with the Executive Director of Teaching and Learning at the end of the first week of school and be made available to the RFT building representative upon request.

## **1-6 Scheduled Levels**

Where more than one scheduled level of an activity is mandated by the Minnesota State High School League, where at least two-thirds of the Classic Lake Conference schools are offering that level, and where a coach is available, and where sufficient students exist to support each level, then such scheduled levels shall be provided by District 281 high schools, unless the specific level or entire program has been eliminated by the School Board.

## **1-7 Joint Federation/District Study Committee**

The joint Federation/district study committee will study extra-curricular pay issues and make recommendations to the Federation and District negotiation teams.

## **1-8 Posting Extra-Curricular Positions**

1. When a vacancy occurs in an extra-curricular position, the principal shall make it known to the building staff through the Principal's Bulletin. The principal may also make the vacancy known to the district staff through a District internal posting or the *Direct Line*.
2. If the position is not filled by a member of the building staff, the principal shall publish a District internal posting or notice in the *Direct Line*.
3. The principal may also advertise the position to people other than the District 281 staff by any means of communication.
4. If the position is not filled by a building staff member, it will not be filled until at least three (3) school days following notice of the District internal posting or *Direct Line*. As the District internal posting or *Direct Line* are not published during vacation periods, (summer, winter, spring), the three-school-days waiting period shall not apply; however, the principal will make an effort to inform people who might be interested.
5. Assistant coaching/directing vacancies identified shortly before or during the season need only be publicized in the Principal's Bulletin before considering external candidates.

## **1-9 Filling Vacancies**

The principal, in consultation with the building athletic/activities director, is given final authority to fill all positions listed in the extra-curricular portion of the Collective Bargaining Agreement unless directed not to by the Superintendent or the School Board. In filling extra-curricular vacancies, the principal shall strongly consider bargaining unit employees over non bargaining unit employees, and when selecting a bargaining unit employee, shall normally choose one assigned to the principal's building during the regular school day over one who is assigned elsewhere. Should the principal choose a non bargaining unit employee for an extra-curricular position for which one or more bargaining employees have applied, the principal shall inform the bargaining unit employee(s) as to the reason(s) in writing.

### **1-9-1 End of Year Review**

Each head coach shall meet with his/her respective athletic director within four weeks of the end of the season. The coach will be notified at this meeting about whether he/she will retain this coaching position for the following school year. Normally a vacancy shall not occur merely because the coach has transferred to another building.

**Appendix B**  
**Co-Curricular Activities**  
**Article II High School Activities**

	Position		03 - 04	04 - 05
2-1	<b>Athletics</b>		<b>Salary</b>	<b>Salary</b>
	Baseball	Head	\$4,990	\$5,052
	(men's)	Assistant (2)	\$3,326	\$3,367
		9th	\$3,120	\$3,159
	Basketball	Head	\$5,722	\$5,794
	(men's & women's)	Assistant (2)	\$4,158	\$4,210
		9th	\$3,900	\$3,949
	Cross Country	Head	\$3,481	\$3,525
	(men's & women's)	Assistant (0 - 1)	\$2,650	\$2,684
	Football	Head	\$5,722	\$5,794
	(men's)	Assistant (6)	\$4,158	\$4,210
		9th (2)	\$3,900	\$3,949
	Golf	Head	\$3,481	\$3,525
	(men's & women's)	Assistant	\$2,650	\$2,684
	Gymnastics	Head	\$4,990	\$5,052
	(women's)	Assistant (1 - 2)	\$3,326	\$3,367
	Hockey	Head	\$5,722	\$5,794
	(men's & women's)	Assistant (2)	\$4,158	\$4,210
	Skiing (CC)	Head	\$3,481	\$3,525
	(combined)	Assistant	\$2,650	\$2,684
	Skiing (Slalom)	Head	\$3,481	\$3,525
	(combined)	Assistant	\$2,650	\$2,684
	Soccer	Head	\$4,990	\$5,052
	(men's & women's)	Assistant (2)	\$3,326	\$3,367
		9th	\$3,120	\$3,159
	Softball	Head	\$4,990	\$5,052
	(women's)	Assistant (2)	\$3,326	\$3,367
		9th	\$3,120	\$3,159
	Swimming	Head	\$4,990	\$5,052
	(men's & women's)	Assistant	\$3,326	\$3,367
		Diving	\$3,636	\$3,681
	Tennis	Head	\$3,481	\$3,525
	(men's & women's)	Assistant	\$2,650	\$2,684
		9th	\$2,486	\$2,517
	Track	Head	\$4,990	\$5,052
	(men's & women's)	Assistant (2 - 3)	\$3,326	\$3,367
	Volleyball	Head	\$4,990	\$5,052
	(women's)	Assistant (2)	\$3,326	\$3,367
		9th	\$3,120	\$3,159
	Wrestling	Head	\$5,368	\$5,435
	(men's)	Assistant	\$3,900	\$3,949
	Head Weight Instructor	Fall	\$2,600	\$2,632
		Winter	\$2,600	\$2,632
		Spring	\$2,600	\$2,632
	Equipment Manager	Head	\$4,951	\$5,013
		Assistant	\$4,035	\$4,086

	Intramurals (per HS)		\$2,529	\$2,561
<b>High School Activities <i>continued</i></b>			<b>03 - 04</b>	<b>04 - 05</b>
2-2	<b>Fine Arts</b>		<b>Salary</b>	<b>Salary</b>
	Band	Director	\$3,016	\$3,054
		Assistant (12 performances)	\$917	\$928
		Assistant (15 performances)	\$1,241	\$1,256
	Marching Band	Director	\$2,424	\$2,454
		Assistant	\$1,252	\$1,268
	Choir	Director	\$2,692	\$2,726
		Assistant	\$1,088	\$1,102
	Orchestra	Director	\$1,720	\$1,741
	Bursar		\$2,184	\$2,211
	Cheerleaders (2 seasons - each season)		\$1,883	\$1,906
	Danceline (Aug - Mar)	Head	\$3,481	\$3,525
		Assistant	\$2,650	\$2,684
	Flag Twirlers		\$657	\$665
	Dramatics	Full Length Play	\$2,424	\$2,454
		One Act Play	\$1,614	\$1,634
	Musical	Director	\$5,383	\$5,450
		Vocal	\$3,228	\$3,269
		Orchestra	\$2,690	\$2,723
		Technical Director	\$5,651	\$5,722
	Speech	Head	\$3,608	\$3,653
		Assistant	\$2,094	\$2,120
	Debate		\$3,608	\$3,653
	Yearbook	Advisor	\$4,306	\$4,360
		Business Manager	\$1,079	\$1,092
	Newspaper	Advisor	\$4,039	\$4,089
	Chess	Each 12 week season	\$621	\$629
	Future Problem Solvers		\$1,612	\$1,632
	Math Club		\$1,720	\$1,741
	Literary Magazine Advisor		\$1,253	\$1,269
	Decorative Art Supervisor		\$917	\$928
	National Honor Society		\$754	\$763
	Student Council		\$1,208	\$1,224

<b>Article III - Middle School Activities</b>				
3-1	<b>Athletics</b>			
	Basketball		\$2,600	\$2,632
	Cross Country		\$2,600	\$2,632
	Football	Head	\$2,742	\$2,776
		Assistant	\$2,460	\$2,490
	Golf	Head	\$2,742	\$2,776
	Gymnastics	Head	\$2,742	\$2,776
		Assistant	\$2,460	\$2,490
	Soccer		\$2,600	\$2,632
	Softball		\$2,600	\$2,632
	Swimming	Head	\$2,742	\$2,776
		Assistant	\$2,460	\$2,490
	Tennis		\$2,600	\$2,632
	Track		\$2,600	\$2,632
	Volleyball		\$2,600	\$2,632
	Wrestling	Head	\$2,742	\$2,776
		Assistant	\$2,460	\$2,490
	Coordinator of Athletics		\$4,164	\$4,216
	Equipment Manager	Men	\$1,614	\$1,634
		Women	\$1,614	\$1,634
		Football	\$704	\$713
	Head Weight Instructor (9 wks/season, 2 seasons)		\$846	\$857
	Intramural		\$789	\$799
<b>3-2 Fine Arts</b>				
	Chess	24 wk	\$1,241	\$1,256
		12 wk	\$621	\$629
	Computer	24 wk	\$1,241	\$1,256
		12 wk	\$621	\$629
	Debate		\$1,128	\$1,142
	Musical Director		\$2,635	\$2,668
	One Act Play Director		\$535	\$542
	Music	Band Director	\$860	\$871
		Orchestra Director	\$860	\$871
		Vocal Director	\$860	\$871
	Newspaper advisor		\$1,241	\$1,256
	Yearbook advisor		\$1,241	\$1,256
	Environmental Camps (per day)		\$60.45	\$60.90

<b>Elementary School Activities</b>				
4-1 <sup>1</sup>	<b>Fine Arts</b>			
	Chess	24 wk	\$1,241	\$1,256
		12 wk	\$619	\$627
		Coordinator	\$1,347	\$1,364
	Music (All District)	Choir Director	\$2,395	\$2,425
		Choir Accompanist	\$1,197	\$1,212
		Orchestra Director	\$2,395	\$2,425
		Asst Orchestra Director	\$1,382	\$1,399
		Assistant Director	\$1,382	\$1,399
	Fall Strings Festival	Orchestra Director	\$91	\$92
		Asst Orchestra Director	\$54	\$55
	Grade-Level Elementary Music Programs		\$91	\$92
		Accompanist (1 performance)	\$54	\$55
	Spring Music Performances	Band Director	\$91	\$92
		Choir Director	\$91	\$92
		Orchestra Director	\$91	\$92
		Choir Accompanist	\$54	\$55
<b>District Wide Activities</b>				
5-1	<b>Miscellaneous</b>			
	Adaptive Athletics	Head	\$2,537	\$2,568
		Assistant	\$1,916	\$1,940
	Curriculum Writing		\$32.81	\$33.06
	Staff Development/Training		\$25.00	\$25.19
	Detention		\$1,207	\$1,216
	All District Orchestra Festival	Orchestra Director	\$182	\$184
		Assist Orchestra Director	\$109	\$110
	Driver Ed (behind the wheel)		\$20.53	\$20.68
	Driver Ed (classroom)	BA	\$26.78	\$26.98
		MA	\$28.37	\$28.58
	Motorcycle Training		\$22.55	\$22.72
	Destination Imagination (2 per Elementary School and 3 per Middle School)		\$794	\$800
	Pool Director	Building	\$5,381	\$5,448
		Summer	\$1,883	\$1,906
	Secondary Department Chair	1 to 3.4 FTE	\$587	\$594
		3.5 to 9.4 FTE	\$1,167	\$1,182
		9.5 to 14 FTE	\$1,410	\$1,428
		Over 14 FTE	\$1,724	\$1,745
	At the middle school level Department Chair pay may be distributed among department chairs and/or team leaders as determined by the teaching staff in the building.			
	Supervision of Student Teachers	4 to 6 weeks	\$91	\$92
		7 to 23 weeks	\$187	\$188
5-2	<b>Student Challenge Activities</b>			

<sup>1</sup> The pay under article 4-1 is for duties outside the normal work day.

	<p>If money is budgeted to a school to provide a stipend to faculty members responsible for a student activity not specified in this Collective Bargaining Agreement, the principal will consult with the site council or other group of faculty representatives to designate challenge activities for which teachers will be paid.</p>
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## APPENDIX C

### Extended Days – Extended Years Program

**Definition:** This appendix group covers all programs that require licensed teachers and generally operate after the normal K-12 working hours and/or the normal K-12 school year. This includes, but is not limited to, all ALCs (with the exception of Highview), all programs, and all educational programs involving credit recovery or remediation.

**Hiring:** Under normal conditions School District K-12 staff will be given preference in hiring. Should a District staff member not be hired, he/she will be given a clear and specific reason why they did not receive the job upon submitting a written request for the explanation.

**Sick Leave:** Teachers who teach in any of the extended days-extended year programs in the time period between the end of one school year (approximately June 15) and the beginning of the next school year (approximately August 25) shall be eligible for sick leave. The rate of sick leave will be 1 (one) hour of sick leave for every 15 hours worked. In order to qualify for this sick leave benefit the following criteria must be met:

1. The teacher must be a regular year, K-12 teacher in the District.
2. The teacher must have accrued sick leave from the previous year.

The minimum sick leave deduction must be 4 hours or one half day. The deduction will be made from the teacher's accrued sick leave.

**Bereavement Leave:** Employee absence for bereavement leave for immediate family shall not exceed one calendar week, which may include assigned and non-assigned workdays.

In the event the employee needs additional time due to the difficulties associated with grieving, the employee may be granted additional time off, not to exceed the maximum number of assigned days as described in 10-2-3, with the approval of the supervisor.

**Other:** None of the Articles or provisions of the collective bargaining agreement apply to this Appendix group unless specifically referenced.

### Appendix C

	Extended Day/Year Hourly Wage	
	2003 - 2004	2004 - 2005
BA	\$27.52	\$27.86
MA	\$28.58	\$28.94

**APPENDIX D**  
**Reserve Teachers (Substitutes)**

	2003-2004		2004-2005	
Step	Full	Half	Full	Half
1	\$117.00	\$69.50	\$117.00	\$69.50
2*	\$144.00	\$83.00	\$144.00	\$83.00
3**	\$123.00	\$72.50	\$123.00	\$72.50
Retired 281 Teacher	\$133.00	\$77.50	\$133.00	\$77.50

\* A reserve teacher who replaces the same teacher for 16 - 79 consecutive teaching days.

\*\* Step 3 shall apply to reserve teachers who have taught in the district for 30 days during the school year; these days need not be consecutive or for a single assignment.

**NOTES**

1. Reserve teachers who substitute on a long-term assignment thirty (30) consecutive teaching days, will receive one (1) day of sick leave for each thirty (30) days worked.
2. Reserve teachers may participate in the District 281 staff development program. They can obtain a course booklet by picking them up at the Education Service Center or by calling and requesting that a copy be mailed to them.

## **APPENDIX E**

### **Creative Play Teachers**

It is understood by the Federation and the District that all provisions of the Collective Bargaining Agreement except Sections 6-3, 6-4, 6-5, 6-6, 6-7, 6-8, 6-9, 6-10, 6-11, 6-12, 6-13, 10-1-2, 10-1-3, 10-2, all of Articles VII, XII, and XIII apply to that class of employees referred to as Creative Play teachers. If there is any deviation from this understanding, it is either noted in the specific article and section, or is delineated below in this appendix. It is understood that because the program is dependent upon parent fees for staff salaries, enrollment plays a significant role in the number of hours worked per week, as well as the offering of specific classes.

#### **Five's Alive**

All Articles of this Collective Bargaining Agreement that apply to the K - 12 teachers shall apply to teachers in the Five's Alive program. Early Childhood Education Services is responsible for supervision of the Five's Alive program.

#### **Bereavement Leave**

Employee absence for bereavement leave for immediate family shall not exceed one calendar week, which may include assigned and non-assigned workdays.

In the event the employee needs additional time due to the difficulties associated with grieving, the employee may be granted additional time off, not to exceed the maximum number of assigned days as described in 10-2-3, with the approval of the supervisor.

#### **Conferences**

When Creative Play teachers work during scheduled conference times, they shall receive a non-duty compensatory day in the Fall and in the Spring equal to their FTE in accordance with the approved calendar.

#### **Credentials**

Teachers who do not hold an Early Childhood Certificate will be expected to seek such certification by taking a minimum of three (3) credits yearly toward such certification at an accredited institution.

#### **Emergency Closings**

When schools are closed due to inclement weather or other unforeseen circumstances such as mechanical failure and such closure has been officially promulgated, teachers shall not be expected to report to work. In the event schools are closed due to severe cold or wind chills, teachers who are scheduled to work are expected to report for work as soon as conditions for travel are safe.

#### **Family Care**

Article 10-2-2-2 shall apply to the Creative Play teachers.

#### **Holidays**

Each teacher shall receive six (6) paid holidays. These holidays will include Labor Day, usually the third Friday of October (Fall Professional Conference), Thanksgiving Day and the Friday following Thanksgiving, Martin Luther King's birthday, and Presidents' Day.

#### **Insurance**

Creative Play teachers may participate in the insurance programs provided in this agreement. These include: hospitalization/major medical (13-1), long-term disability (13-2), term life insurance (13-3), and dental (13-4). The amount of Board participation is described in 13-7. In order for a teacher to be eligible to participate in the above-noted programs, the employee must work the requisite number of hours required by the program for participation: twenty (20) hours per week for hospitalization/major medical, life and dental, and twenty-five (25) hours per week for long-term disability.

**Cafeteria Benefits**

Article 13-9 shall apply to teachers hired on or after July 1, 1995.

**Length of Work Day and Student Contact Time**

The length of the school day for full time teachers shall be seven (7) hours and thirty (30) minutes. Teachers shall not be required to engage in student contact more than an average of five (5) hours per day.

**Personal Leave**

Creative Play teachers who receive at least a .4 position are eligible for up to three (3) days of personal leave per year without salary reduction. Each day used for personal leave will be deducted from sick leave.

**Probationary Period**

Newly hired Creative Play teachers will serve an eighteen-month probationary period, two school years. The district may discharge a Creative Play teacher at any time during the probationary period for failure to meet job expectations. The probationary teacher will receive a minimum of two (2) performance evaluations during the probationary period. The probationary teacher becomes a permanent employee after successful completion of the probationary period.

**Professional Leave**

Professional leave may be granted to teachers who receive at least a .4 position to attend meetings, seminars, school visitation, etc. for the purpose of improving the educational proficiency of the teacher. One (1) day can be scheduled each year; request for such leave must be submitted at least one week in advance to the program director.

**Seniority**

Creative Play teachers shall accrue seniority on the date the teacher is hired to work as a Creative Play teacher. Teachers who hold positions in the Creative Play program shall hold seniority rights only to teaching positions in the Creative Play program. Seniority rights cannot be transferred to positions in other Appendices programs or to positions in the Early Childhood Special Education kindergarten through grade 12 program.

Teachers in other Appendices programs and teachers in the Early Childhood Special Education kindergarten through grade 12 programs hold no seniority rights to positions in the Creative Play program.

**Sick Leave**

The number of hours of sick leave earned annually shall be two (2) times the average number of hours worked per week. That amount shall be prorated for teachers who work less than 38 weeks. Sick leave may be accumulated from year to year. Sick leave may be used by the teacher for religious holidays.

**Staff Meetings**

The total number of staff meetings shall not exceed two (2) per month.

**Staff Reduction**

When it is necessary to reduce the number of Creative Play teachers at the end of the school year, a teacher with the least seniority shall be laid off first. Reductions in staff shall take place by August 15.

**Required Training**

If a teacher is expected to participate in training outside the teacher's normal work day, the teacher shall receive compensatory time or a prorated amount of pay for the time spent in training. In addition to paid attendance for the teachers, the district shall pay the fees for required CPR training and First Aid training up to the amount it costs the district for the training offered internally.

**Work Days**

The total number of work days in the year shall be 174, including six (6) paid holidays.

**Salary**  
If a teacher moves to a K-12 program, their salary will be at least comparable to their present salary. Salary increases will be the same as K-12 teachers. The salary shall be an annual amount. Part-time teachers shall receive a pro-rated portion of the annual salary and a pro-rated portion of duty time.

**Salary Schedule**

	2003 - 2004		2004 - 2005	
	BA	MA	BA	MA
<b>Step 1</b>	\$21,094	\$22,570	\$21,358	\$22,852
<b>Step 2</b>	\$22,360	\$23,925	\$22,640	\$24,224
<b>Step 3</b>	\$23,701	\$25,360	\$23,997	\$25,677
<b>Step 4</b>	\$25,123	\$26,881	\$25,437	\$27,217
<b>Step 5</b>	\$26,630	\$28,494	\$26,963	\$28,850
<b>Step 6</b>	\$28,229	\$30,203	\$28,582	\$30,581
<b>Step 7</b>	\$29,922	\$32,017	\$30,296	\$32,417
<b>Step 8</b>	\$31,718	\$33,939	\$32,114	\$34,363

**Advanced Degree Program:** A Masters degree used toward advancement on the salary schedule must be earned by the teacher completing courses related to the teacher's professional expertise or as a part of a definite career plan in the field of education from an accredited university/college.

## **APPENDIX F**

### **Early Childhood Family Education (ECFE) Teachers**

It is understood by the Federation and the District that all provisions of the Collective Bargaining Agreement, except sections 6-3, 6-4, 6-5, 6-6, 6-7, 6-8, 6-9, 6-10, 6-11, 6-12, 6-13, 10-1-2, 10-1-3, 10-2, all of Articles VII, XII, and XIII, apply to that class of employees referred to as ECFE teachers. If there is any deviation from this understanding, it is either noted in the specific article and section, or is delineated below in this appendix.

#### **Bereavement Leave**

Employee absence for bereavement leave for immediate family shall not exceed one calendar week, which may include assigned and non-assigned workdays.

In the event the employee needs additional time due to the difficulties associated with grieving, the employee may be granted additional time off, not to exceed the maximum number of assigned days as described in 10-2-3, with the approval of the supervisor.

#### **Cafeteria Benefits**

Article 13-9 shall apply to teachers hired on or after July 1, 1995.

#### **Curriculum Projects**

Certified staff shall be paid a stipend for planning time for classes for which there is no written curriculum. The teacher will meet with the program director prior to beginning the project and the two will mutually agree to the work to be done as well as to the amount of the stipend. Payment will be made after satisfactory completion of the project.

#### **Family Care**

Article 10-2-2-2 shall apply to the ECFE teachers.

#### **Holidays**

Permanent ECFE teachers normally scheduled to work on the day of and the week of one of the recognized holidays will be paid their normal daily salary. These holidays include Martin Luther King's birthday, Presidents' Day, Good Friday, Easter Monday, Memorial Day, Labor Day, usually the third Friday in October (Fall Professional Conference), Thanksgiving, and the Friday after Thanksgiving.

#### **Religious Holidays**

Teachers may be granted up to two (2) days of leave with pay per year for observance of religious holidays. Teachers requesting time off for a religious holiday shall submit an application setting forth the full particulars to the program director prior to the holiday. Such days will be deducted from accrued sick leave. In the years it is necessary for some teachers to have three (3) days for religious observances, an additional day may be granted upon application to the program director for approval.

#### **Insurance**

Effective on the date of execution of this agreement, ECFE teachers may participate in the insurance programs provided in this agreement. These include: hospitalization/major medical (13-1), long-term disability (13-2), term life (13-3), and dental (13-4). The amount of Board participation is described in 13-7.

In order for a teacher to be eligible to participate in the above-noted programs, the employee must work the requisite number of hours required by the program for participation twenty (20) hours per week for hospitalization/major medical, life and dental; twenty-five (25) hours per week for long-term disability.

## **Retiree Health Insurance**

Any Early Childhood Family Education teacher who is a member of the District 281 major medical and hospitalization group plan, who has twenty (20) full years of full-time employment, or the equivalent, in the school district and who retires following the age of 55, may continue as a member in the insurance group.

The district will continue to pay up to a maximum of \$200 for the monthly hospitalization/medical insurance premium until the age of Medicare. A retired teacher may continue in the group at no cost to the school district after the district contribution is completed.

## **Personal Leave**

ECFE teachers scheduled to work fifteen (15) hours or more per week are eligible for up to three (3) days of personal leave per year without salary reduction. Each day used for personal leave will be deducted from sick leave.

## **Professional Leave**

ECFE teachers may be granted professional leave to attend meetings, seminars, school visitations, etc. for purposes of improving the proficiency of the teacher. Such leaves shall be granted at the discretion of the program director.

## **Sick Leave**

The number of hours of sick leave available annually shall be two (2) times the average number of hours worked per week. For purpose of this clause "number of hours worked per week" is defined as those hours the teacher is assigned to be teaching a child or parent class and the requisite prep time hours (figured at one hour of prep for every three hours of assigned teaching). That amount shall be prorated for teachers who work less than 38 weeks. Sick leave may be accumulated from year to year.

## **Sick Leave Buy Back**

**Eligibility:** To be eligible for the sick leave buy back, the following criteria must be met:

1. Teacher must have been hired before June 1, 1997
2. Teacher has 15 full time years, or equivalent, as a teacher in the ECFE program. (Full time is defined as 37.5 hours per week for 38 weeks per school year.)
3. Teacher has reached the age of 55 and has retired.
4. Teacher has notified the District and the program director of his/her intention of retiring by February 1 of the year of retirement.

**Basis of Pay:** Teachers shall be paid for one half of their unused accumulated sick leave at their hourly rate of pay during their last year of employment with the program up to a maximum of 450 hours of pay.

**Other:** This provision shall be null and void if, in any given year, the financial support for the ECFE program from all sources (with the exception of user fees and targeted grant dollars) drops below the 90% level of funding for the 2004-2005 school year. The funding sources referred to include, but are not limited to: local levies, state funding and federal funds.

**Time of Payment:** Sick leave buy back shall be paid in one lump sum seven (7) months following the date of retirement.

## **Prep Time**

Teachers shall receive one (1) hour of paid prep time for every three hours of class. "Primary Planners" (those designated to be responsible for a classroom environment) will be given an additional three (3) hours of paid prep time per week.

### **Probationary Period**

Newly hired ECFE teachers will serve an eighteen-month probationary period. The district may discharge an ECFE teacher at any time during the probationary period for failure to meet job expectations. The probationary teacher will receive a minimum of two performance evaluations during the probationary period. The teacher becomes a permanent employee after successful completion of the probationary period.

### **Seniority**

Seniority shall be defined as the date on which a teacher is hired to work as an ECFE teacher. Teachers who hold positions in the ECFE program shall hold seniority rights only to teaching positions in the ECFE program. Seniority rights cannot be transferred to positions in other Appendices programs or to positions in the ECSP/kindergarten through grade 12 programs.

Teachers in other Appendices programs and teachers in the Early Childhood Special Education kindergarten through grade 12 program hold no seniority rights to positions in the Early Childhood Family Education program.

### **Recall**

Recall shall be in seniority order. A teacher with the greatest seniority shall be recalled first from the layoff list.

### **Staffing Assignments**

Classes confirmed in the spring shall be assigned according to seniority no later than the second week of June for the fall semester. Additional class assignments will be made at least two weeks before the beginning of each semester. Staff members will then immediately be notified in writing of their class assignments, schedule for required staff meetings, required training workshops, and special project assignments, if any.

### **Staff Reductions**

When it is necessary to reduce the number of ECFE teachers, the release shall be in seniority order. The district may release a teacher out of seniority order for the purpose of protecting the integrity of the program. In such cases, any teacher who is laid off out of order may grieve the matter.

### **Non Traditional Hours**

Part-time teachers hired after July 1, 1997 or teachers who request a change in assignment may be required to work at least one evening per week or a Saturday during the regular ECFE school year.

### **Workshop Attendance**

Effective on the date of execution of this agreement, ECFE teachers will be paid their regular hourly rate for time spent in attendance at required in-service training and staff meetings required by the ECFE.

### **Snow Days**

ECFE teachers will be paid their regular daily wage when they are scheduled to work on a day when the district declares a snow day and classes in District 281 are cancelled.

### **Career Increment**

After fifteen (15) years of full-time service in the district, the ECFE teacher will receive an annual career increment. Part-time teachers who have taught in the district for fifteen (15) years will have their career increment prorated according to the part-time assignment.

After twenty (20) years of full-time service in the district, the ECFE teacher will receive an additional annual career increment. Part-time teachers who have taught in the district for twenty (20) years will receive an additional career increment prorated according to the part-time assignment.

Career Increment: 2003-2004: \$561.00

2004-2005: \$568.00

### Step Increase

ECFE teachers shall be eligible for step increase on July 1 or January 1, provided that a teacher has accumulated 500 hours of service since the last time the teacher received a step increase.

### Dual License

Dual License is defined as a teacher currently holding an Early Childhood License as well as a Parenting License.

ECFE teachers hired prior to December 31, 2001 shall continue in the Parenting License lane if those teachers qualify, to ensure no loss in pay due to new lanes created during bargaining. Beginning on July 1, 2001, ECFE teachers may also qualify for the following salary increases.

### Advanced Degree Program

A Masters degree used toward advancement on the salary schedule must be earned by the teacher completing courses related to the teacher's professional expertise or as a part of a definite career plan in the field of education from an accredited college or university.

### Salary Schedule

2003 - 2004						
Step	BA	Par. Lic.	Dual	MA	MA & Parent	MA + Dual
1	\$21.40	\$21.90	\$22.40	\$22.40	\$22.90	\$23.40
2	\$22.30	\$22.80	\$23.30	\$23.30	\$23.80	\$24.30
3	\$23.50	\$24.00	\$24.50	\$24.50	\$25.00	\$25.50
4	\$24.70	\$25.20	\$25.70	\$25.70	\$26.20	\$26.70
5	\$25.80	\$26.30	\$26.80	\$26.80	\$27.30	\$27.80
6	\$27.10	\$27.60	\$28.10	\$28.10	\$28.60	\$29.10
7	\$28.40	\$28.90	\$29.40	\$29.40	\$29.90	\$30.40
8	\$29.70	\$30.20	\$30.70	\$30.70	\$31.20	\$31.70

2004 - 2005						
Step	BA	Par. Lic.	Dual	MA	MA & Parent	MA + Dual
1	\$21.70	\$22.20	\$22.70	\$22.70	\$23.20	\$23.70
2	\$22.60	\$23.10	\$23.60	\$23.60	\$24.10	\$24.60
3	\$23.80	\$24.30	\$24.80	\$24.80	\$25.30	\$25.80
4	\$25.00	\$25.50	\$26.00	\$26.00	\$26.50	\$27.00
5	\$26.10	\$26.60	\$27.10	\$27.10	\$27.60	\$28.10
6	\$27.40	\$27.90	\$28.40	\$28.40	\$28.90	\$29.40
7	\$28.80	\$29.30	\$29.80	\$29.80	\$30.30	\$30.80
8	\$30.10	\$30.60	\$31.10	\$31.10	\$31.60	\$32.10

## **APPENDIX G**

### **Adult Academic Teachers**

It is understood by the Federation and the District that all provisions of the Collective Bargaining Agreement, except sections 6-3, 6-4, 6-5, 6-6, 6-7, 6-8, 6-9, 6-10, 6-11, 6-12, 6-13, 10-1-2, 10-1-3, 10-2, all of Articles VII, XII and XIII, apply to that class of employees referred to as Adult Academic teachers. If there is any deviation from this understanding, it is either noted in the specific article and section, or is delineated below in this Appendix.

#### **Bereavement Leave**

Employee absence for bereavement leave for immediate family shall not exceed one calendar week, which may include assigned and non-assigned workdays.

In the event the employee needs additional time due to the difficulties associated with grieving, the employee may be granted additional time off, not to exceed the maximum number of assigned days as described in 10-2-3, with the approval of the supervisor.

#### **Professional Leave**

Adult Academic teachers may be granted professional leave to attend meetings, seminars, school visitations, etc. for purposes of improving the proficiency of the teacher. Such leaves shall be granted at the discretion of the program director.

#### **Family Care**

Article 10-2-2-2 shall apply to the Adult Academic teachers.

#### **Holidays**

Permanent Adult Academic teachers normally scheduled to work on the day of and the week of one of the recognized holidays will be paid their normal daily salary, unless the teacher has taken that week off. These holidays include New Year's Day, Martin Luther King's birthday, Presidents' Day, Good Friday, Easter Monday, Memorial Day, July 4th, Labor Day, usually the third Friday in October (Fall Professional Conference), Thanksgiving, Friday after Thanksgiving and Christmas Day.

Adult Academic teachers who are required to work on the recognized holiday will be allowed to take another day off with pay. Teachers must submit a written request at least two weeks in advance.

#### **Religious Holidays**

Teachers may be granted up to two (2) days of leave with pay per year for observance of religious holidays. Teachers requesting time off for a religious holiday shall submit an application setting forth the full particulars to the lead associate prior to the holiday. Such days will be deducted from accrued sick leave.

In the years it is necessary for some teachers to have three (3) days for religious observances, an additional day may be granted upon application to the Program Director for approval.

#### **Cafeteria Benefit**

Article 13-9 shall apply to teachers hired on or after July 1, 1995. Teachers hired before July 1, 1995, may choose to participate in the cafeteria benefit plan, but will no longer be eligible for any severance retirement lump sum or insurance benefits. A document to that effect, signed by the teacher, will be kept in the teacher's personnel file.

#### **Differential Option**

Teachers who choose to continue without health insurance shall receive the difference in salary between the cafeteria allocation minus the sum of the LTD premium plus the least expensive single health plan

offered by the school district. If the teacher receives dental insurance this amount shall be included as part of the above sum before calculating the additional salary.

### **Insurance**

Adult Academic teachers may participate in the insurance programs provided in this agreement. These include: hospitalization/major medical (13-1), long-term disability (13-2), term life insurance (13-3) and dental (13-4). The amount of Board participation is described in 13-7.

In order for a teacher to be eligible to participate in the above-noted programs, the employee must work the requisite number of hours required by the program for participation: twenty (20) hours per week for hospitalization/ major medical, life and dental; and twenty-five (25) hours per week for long-term disability.

### **Retiree Health Insurance**

An Adult Academic teacher who is a member of the District 281 major medical and hospitalization group plan, who has twenty (20) full years of full-time employment, or the equivalent, in the school district and who retires following the age of 55, may continue as a member in the insurance group.

The district will continue to pay up to a maximum of \$200 for the monthly hospitalization/medical insurance premium until the age of Medicare. A retired teacher may continue in the group at no cost to the school district after the district contribution is completed.

### **Personal Leave**

Adult Academic teachers scheduled to work fifteen (15) hours or more per week are eligible for up to three (3) days of personal leave per year without salary reduction. Each day used for personal leave will be deducted from sick leave

### **Probationary Period**

Newly hired Adult Academic teachers will serve an eighteen-month probationary period. The district may discharge an Adult Academic Program teacher at any time during the probationary period for failure to meet job expectations. The probationary teacher will receive a minimum of two (2) performance evaluations during the probationary period. The teacher becomes a permanent employee after successful completion of the probationary period.

### **Recall**

Recall shall be in seniority order. A teacher with the greatest seniority shall be recalled first from the layoff list.

### **Sick Leave**

The number of hours of sick leave available annually shall be two (2) times the average number of hours worked per week. That amount shall be prorated for teachers who work less than 38 weeks. Sick leave may be accumulated from year to year. Sick leave may be used by the teacher for religious holidays.

### **Seniority**

Seniority shall be defined as the date on which a teacher is hired to work as an Adult Academic teacher. Teachers who hold positions in the Adult Academic program shall hold seniority rights only to teaching positions in the Adult Academic program. Seniority rights cannot be transferred to positions in other Appendices programs or to positions in the Early Childhood Special Education kindergarten through grade 12 programs.

Teachers in other Appendices programs and teachers in the Early Childhood Special Education kindergarten through grade 12 programs hold no seniority rights to positions in the Adult Academic program.

**Severance Eligibility**

Teachers hired before June 1, 1997 and have taught in the Adult Academic Program for the equivalent of 15 full years and have reached the age of 55 shall be eligible for a lump sum payment. Full-time is defined as 37.5 hours per week for 38 weeks per school year.

**Basis of Pay**

Teachers shall receive thirty (30) days of pay for their years of service at their average daily rate of pay during their last year of employment with the program. In addition, teachers shall be paid for one-half of their unused accumulated sick leave at their hourly rate of pay during their last year of employment with the program up to a maximum of 450 hours of pay.

**Time of Payment**

Severance pay shall be paid in one lump sum within seven (7) months following the date of retirement . In case of the teacher's death, the unpaid severance pay shall be paid to the teacher's designated beneficiary, or if none has been designated, or if the designated beneficiary predeceases or dies within three (3) days of the retiring teacher, then to the teacher's secondary beneficiary or estate.

To the extent that this agreement provides for payments to employees near or after retirement, and to the extent that the Internal Revenue Code provides tax deferral and tax savings opportunities, the District agrees to make a reasonable effort to provide such plans and the employee group agrees to participate in the plans made available.

**Snow Days, Election and Caucus Activities**

Adult Academic teachers will be paid their regular daily wage when they are scheduled to work on a day when the district declares a snow day or when an election or a political caucus is scheduled and classes in District 281 are cancelled.

**Staff Reductions - Release**

When it is necessary to reduce the number of Adult Academic teachers, the release shall be in seniority order. The district may release a teacher out of seniority order for the purpose of protecting the integrity of the program. In such cases, any teacher who is laid off out of order may grieve this matter.

**Workshop Attendance**

Teachers will be paid their regular hourly rate for time spent in attendance at approved in-service training and staff meetings required by the school district.

**Step Increase**

Adult Academic program teachers shall be eligible for a step increase on July 1 provided the teacher has accumulated 500 hours of service since the last time the teacher received a step increase.

**Career Increment**

After 15 years of full-time service in the district, the Adult Academic teacher will receive an annual career increment. Part-time teachers who have taught in the district for 15 years will have their career increment prorated according to the part-time assignment.

After 20 years of full-time service in the district, the Adult Academic teacher will receive an additional annual career increment. Part-time teachers who have taught in the district for 20 years will receive an additional career increment prorated according to the part-time assignment.

Career Increment	2003-2004: \$561	2004-2005 \$568
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### Advanced Degree Program

A Masters degree used toward advancement on the salary schedule must be earned by the teacher completing courses related to the teacher's professional expertise, or as a part of a definite career plan in the field of education from an accredited college or university.

Beginning on July 1, 2003, Adult Basic Education teachers may also qualify for a salary increase:

### Salary Schedule

2003 - 2004				
Step	BA	ABE License or ESL	MA	MA & License
1	\$21.40	\$21.90	\$22.40	\$23.40
2	\$22.30	\$22.80	\$23.30	\$24.30
3	\$23.50	\$24.00	\$24.50	\$25.50
4	\$24.70	\$25.20	\$25.70	\$26.70
5	\$25.80	\$26.30	\$26.80	\$27.80
6	\$27.10	\$27.60	\$28.10	\$29.10
7	\$28.40	\$28.90	\$29.40	\$30.40
8	\$29.70	\$30.20	\$30.70	\$31.70

2004 - 2005				
Step	BA	ABE License or ESL	MA	MA & License
1	\$21.70	\$22.20	\$22.70	\$23.70
2	\$22.60	\$23.10	\$23.60	\$24.60
3	\$23.80	\$24.30	\$24.80	\$25.80
4	\$25.00	\$25.50	\$26.00	\$27.00
5	\$26.10	\$26.60	\$27.10	\$28.10
6	\$27.40	\$27.90	\$28.40	\$29.40
7	\$28.80	\$29.30	\$29.80	\$30.80
8	\$30.10	\$30.60	\$31.10	\$32.10









## APPENDIX H 2004-2005 School Calendar

### Semester 1

2004		August			September		
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
29	30	31	1	2	3	4	
	Staff Devel	Workshop	Workshop	Staff Devel	Exchange Day		
Quarter 1		September			2004		
Days = 40							
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
5	6	7	8	9	10	11	
	H-Labor Day	1	2	3	4		
12	13	14	15	16	17	18	
	5	6	7	8	9		
19	20	21	22	23	24	25	
	10	11	12	13	14		
26	27	28	29	30	1	2	
	15	16	17	18	19		
					K-2 Lit. Assess		
October							
2004							
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
3	4	5	6	7	8	9	
	20	21	22	23	24		
10	11	12	13	14	15	16	
	25	26	27	28	29		
17	18	19	20	21	22	23	
	30	31	32	Compensatory	H- MFT		
24	25	26	27	28	29	30	
31	Staff Development	33	34	35	36		
Quarter 2		November			2004		
Days = 46							
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
7	8	9	10	11 <sup>K</sup>	12 <sup>K</sup>	13	
Elementary Conference 8-19	42	43	44	45	46		
14	15	16	17	18	19	20	
Elementary Conference 8-19	47	48	49	50	51		
21	22	23	24	25	26	27	
	52	53	Compensatory	H-Thanksgiving			

December							2004
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
<b>28</b>	<b>29</b>	<b>30</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	
	54	55	56	57	58		
<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	
	59	60	61	62	63		
<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	
	64	65	66	67	68		
<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	
	Winter Break						
<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>	<b>1</b>	
	Winter Break						
January							2005
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	
	69	70	71	72	73		
<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	
	District Writing Test AHS Gr.9						
	74	75	76	77	78		
<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	
	H - King	MCA Gr. 7			MCA Make Up		
		79	80	81	82		
<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	
	83	84	85	86	Staff Development		

**Semester 2**

Quarter 3	Days = 43	February					2005
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
<b>30</b>	<b>31</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
		BST Gr.10			K-2 Lit. Assess.		
	87	88	89	90	91		
<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	
		BST Math Gr. 8		BST Read. Gr. 8			
	92	93	94	95	96		
<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	
	97	98	99	100	101		
<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>	
	H- Presidents	Writing	Assessment	Gr.7			
		102	103	104	105		
<b>27</b>	<b>28</b>						
	106						

March 2005						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		<b>1</b> 107	<b>2</b> 108	<b>3</b> <sup>K</sup> 109	<b>4</b> <sup>K</sup> 110	<b>5</b>
<b>6</b>	<b>7</b> 111	<b>8</b> <i>MCA Read</i> 112	<b>9</b> 113	<b>10</b> <i>MCA Write</i> 114	<b>11</b> 115	<b>12</b>
<b>13</b>	<b>14</b> 116 <i>MCA Math</i>	<b>15</b> 117	<b>16</b> 118	<b>17</b> 119	<b>18</b> 120	<b>19</b>
<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>
<b>Spring Break</b>						
27	28 Compensatory	29 121	30 122	31 123		

  

Quarter 4 Days = 41 April 2005						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					<b>1</b> 124	<b>2</b>
<b>3</b> Elementary Conference 7-22	<b>4</b> 125	<b>5</b> 126	<b>6</b> 127	<b>7</b> 128 <i>BST Write</i>	<b>8</b> 129	<b>9</b>
<b>10</b> Elementary Conference 7-22	<b>11</b> 130	<b>12</b> 131	<b>13</b> 132 <i>BST Gr. 12 Math</i>	<b>14</b> 133 <i>BST Read</i>	<b>15</b> 134	<b>16</b>
<b>17</b>	<b>18</b> 135	<b>19</b> 136	<b>20</b> 137	<b>21</b> 138	<b>22</b> 139	<b>23</b>
<b>24</b>	<b>25</b> 140	<b>26</b> 141	<b>27</b> 142	<b>28</b> 143	<b>29</b> 144	<b>30</b>

  

May 2005						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>1</b>	<b>2</b> 145	<b>3</b> 1 District Writing Test AHS/CHS Gr 9	<b>4</b>	<b>5</b>	<b>6</b> 149	<b>7</b>
<b>8</b>	<b>9</b> 150	<b>10</b> 151	<b>11</b> 152	<b>12</b> 153	<b>13</b> compensatory	<b>14</b>
<b>15</b>	<b>16</b> 154	<b>17</b> 155	<b>18</b> 156	<b>19</b> 157	<b>20</b> 158	<b>21</b>
<b>22</b>	<b>23</b> 159	<b>24</b> 160	<b>25</b> 161	<b>26</b> 162	<b>27</b> 163	<b>28</b>
<b>29</b>	<b>30</b> Memorial Day	<b>31</b> 164				

  

2005 June 2005						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			<b>1</b> 165	<b>2</b> 166	<b>3</b> 167	<b>4</b>
<b>5</b>	<b>6</b> 168	<b>7</b> 169	<b>8</b> 170	<b>9</b> 171 Workshop Graduation	<b>10</b> 172 Exchange	<b>11</b> 173

IN WITNESS WHEREOF, the parties have executed this agreement as follows:

The Robbinsdale Federation of Teachers, Local 872 Independent School District 281  
American Federation of Teachers, AFL-CIO

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Thomas A Doohar  
RFT President & Chief Negotiator

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Mary Moreira  
Chair of the School Board

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Diane Lempke, Chairperson,  
RFT Negotiation Committee

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Patsy Green  
Clerk of the School Board

---

Nancy Rajanen, Ph.D., Chief Negotiator  
Executive Director of Human Resources

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004.